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TITLE 6—AGRICULTURAL CREDIT

Chapter II—Production and Marketing Administration (Commodity Credit)

[1948 CCC Alfalfa Seed Bulletin 1]

PART 274—ALFALFA SEED LOANS AND PURCHASE AGREEMENTS

1948 ALFALFA SEED PRICE SUPPORT PROGRAM BULLETIN

This bulletin states the requirements with respect to the 1948 Alfalfa Seed Price Support Program formulated by Commodity Credit Corporation (hereinafter referred to as CCC) and the Production and Marketing Administration (hereinafter referred to as PMA). Loans and purchase agreements will be made available on eligible alfalfa seed produced in 1948 in accordance with this bulletin.

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AUTHORITY: §§ 274.201 to 274.224 issued under sec. 302 (a), 52 Stat. 43, sec. 4 (b), 55 Stat. 498; sec. 1 (d), Pub. Law 897, 80th Cong.; sec. 5 (a), Pub. Law 806, 80th Cong.; 7 U. S. C. 1302 (a), 15 U. S. C. 713 (a)–8 (b).

§ 274.201 *Administration.* The program will be administered in the field by PMA through State PMA committees, county agricultural conservation committees (hereinafter referred to as county committees), and PMA commodity offices. The program will be under

the general supervision and direction of the Manager, CCC.

Forms will be distributed through the offices of State and county committees. County committees will determine or cause to be determined the quantity and grade of the alfalfa seed, the amount of the loan, and the value of the alfalfa seed delivered under the program. All loan and purchase documents will be completed and approved by the county committee, which will retain copies of all documents. The county committee may designate in writing certain employees of the county agricultural conservation association to approve such forms on behalf of the committee.

The county committee will furnish the borrower with the names of local lending agencies approved for making disbursements on loan documents or with the address of the PMA commodity office to which loan documents may be forwarded for disbursement.

§ 274.202 *Availability of loans and purchase agreements—(a) Area.* (1) Loans shall be available on eligible alfalfa seed in eligible farm storage in areas recommended by State PMA committees and approved by the Manager, CCC. Information concerning the availability of farm storage loans may be obtained from the office of the county committee.

(2) Loans shall be available on eligible alfalfa seed stored in eligible warehouses in all areas.

(3) Purchase agreements shall be available on eligible alfalfa seed in all areas.

(b) *Time.* Loans and purchase agreements shall be available through December 31, 1948, and the applicable documents must be signed by the producer and delivered or mailed to the county committee not later than such date.

(c) *Source.* Loans shall be made to producers direct by PMA commodity offices and by approved lending agencies. Purchase agreements shall be made through the offices of county committees.

§ 274.203 *Approved lending agencies.* An approved lending agency shall be any bank, cooperative marketing association, corporation, partnership, individual, or other legal entity with which CCC has entered into a Lending Agency

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Agreement (Form PMA-97) or other form prescribed by CCC.

§ 274.204 *Eligible producer.* An eligible producer shall be any individual, partnership, association, corporation, or other legal entity producing eligible alfalfa seed in 1948 as landowner, landlord, tenant, or sharecropper.

§ 274.205 *Eligible alfalfa seed.* Eligible alfalfa seed shall be cleaned, bagged alfalfa seed produced in the Continental United States which was harvested in 1948, the beneficial interest in which is in the producer and always has been in him or in him and a former producer whom he succeeded before the alfalfa seed was harvested, and which meets the following requirements:

(a) *Specifications.* The seed must, on the basis of official purity and germination tests, be equal to or better in every respect than the minimum specifications for the particular kind of seed as shown in schedule of rates and specifications, § 274.224.

(b) *Noxious weeds.* The seed must not contain noxious weed seeds in excess of the number permitted for sale as planting seed by the State seed law and rules and regulations pursuant thereto of the State in which the seed is produced or of the State where the seed is stored.

(c) *Packaging.* The seed shall be packaged in new bags of approved quality as described below, of 100 pounds net or 150 pounds net. If new bags are not available, No. 1 used bags as heavy as, or heavier than, those described below, thoroughly cleaned before being filled, free of holes, patches, or other defects may be used:

Type	Net capacity (pounds)
(i) Try-Sax (double seam):	
36-inch 7.5-ounce or heavier	100
40-inch 8.25-ounce or heavier	100
(ii) Osnaburg (seamless or double seam):	
30-inch 7-ounce or heavier	100
(iii) Seamless cotton: 16-ounce	150

§ 274.206 *Eligible storage.* Eligible storage for alfalfa seed shall meet the following requirements:

(a) Under the loan program eligible farm storage shall consist of farm bins and granaries which, as determined by the county committee, are of such substantial and permanent construction as to afford safe storage for alfalfa seed for a period of two years, permit effective fumigation for destruction of insects and afford protection against rodents, other animals, thieves, and weather.

(b) Under the loan and purchase agreement program, eligible warehouse storage shall consist of storage made available by warehousemen, seed dealers, cooperative associations, and others having adequate facilities for handling and storing seed for which a Seed Cleaning and Storage Agreement has been entered into with CCC (warehousemen, seed dealers, cooperative associations, and others desiring approval for their facilities should secure recommendation for approval from the county committee who will submit the recommendation to the State committee for transmittal to the PMA commodity office serving the area in which the warehouse is located). A list of approved warehouses will be furnished State PMA offices and county committees and information relating to such warehouses may be obtained from such offices.

§ 274.207 *Approved forms.* The approved forms consist of the loan and purchase documents which, together with the provisions of this bulletin, govern the rights and responsibilities of the producer. Any fraudulent representation made by a producer in obtaining a loan or purchase agreement or in executing any of the loan or purchase documents, will render him subject to criminal prosecution. Notes and chattel mortgages, and note and loan agreements, must have State and documentary revenue stamps affixed thereto where required by law. Loan and purchase documents executed by an administrator, executor, or trustee, will be acceptable only where legally valid.

(a) *Farm storage loans.* Approved forms shall consist of the producer's note on CCC Commodity Form A, secured by a chattel mortgage on CCC Commodity Form AA.

(b) *Warehouse storage loans.* Approved forms shall consist of the note and loan agreement on CCC Commodity Form B, secured by negotiable warehouse receipts representing the alfalfa seed stored in approved warehouses. All alfalfa seed pledged as security for a loan on a single CCC Commodity Form B must be stored in the same warehouse.

(c) *Purchase agreement documents.* The purchase agreement documents shall consist of the Purchase Agreement (Commodity Purchase 1) and Purchase Agreement Settlement (Commodity Purchase 4) signed by the producer and approved by the county committee, negotiable warehouse receipts, and such other forms as may be prescribed by CCC.

(d) *Warehouse receipts.* Alfalfa seed in eligible warehouse storage under the loan program and delivered under the

purchase agreement program must be represented by warehouse receipts which satisfy the following requirements.

(1) Warehouse receipts must be issued in the name of the producer, must be properly endorsed in blank so as to vest title in the holder, and must be issued by an approved warehouse.

(2) Warehouse receipts shall carry an endorsement in substantially the following form:

Warehouse charges (except receiving charges) through April 30, 1949, on the Alfalfa seed represented by this warehouse receipt have been paid or otherwise provided for, and lien for such charges will not be claimed by the warehouseman from CCC or any subsequent holder of the warehouse receipt.

(3) Each warehouse receipt, or the warehouseman's supplemental certificate (in duplicate) properly identified with the warehouse receipt, must show the net weight and represent a particular lot of seed, the quality of which is evidenced by attached official purity and germination test certificates.

Separate warehouse receipts for each lot of seed must set forth in the written or printed terms the kind or variety of seed, the lot identity or number, the number of bags, the gross and net weight, and such other information as is required to determine the quantity of seed.

§ 274.208 *Determination of quantity.* All determinations of the quantity of alfalfa seed under this program shall be made on the basis of the net weight of eligible seed.

§ 274.209 *Determination of quality.* The county committee will determine the quality of the seed on the basis of official purity and germination tests of a representative sample. An "official test" shall be an analysis made by a Federal or State Seed Testing Laboratory where such facilities are available, or, in the absence of such facilities, a seed testing laboratory approved by the State committee. Not more than five (5) calendar months shall have elapsed since the last day of the month in which the germination test was completed. A representative sample for determination of quality shall be a sample taken by a licensed State inspector, or where such services are not provided, the county agricultural conservation committee shall arrange for the securing of a representative sample which shall consist of equal portions taken from evenly distributed parts of the lot of bagged seed to be sampled. In quantities of 5 bags or less, each bag shall be sampled; in quantities of more than 5 bags, at least every fifth bag but not less than 5 bags shall be sampled. A probe or trier shall be used in drawing samples.

§ 274.210 *Liens.* The alfalfa seed must be free and clear of all liens and encumbrances or if lien or encumbrances exist on the alfalfa seed, proper waivers must be obtained.

§ 274.211 *Service fees—(a) Loans.* Where the alfalfa seed under loan is farm stored, the producer shall pay a service fee of 2 cents per 100 pounds or

\$3.00, whichever is greater. Where the alfalfa seed under loan is warehouse stored, the producer shall pay a service fee of 1 cent per 100 pounds or \$1.50, whichever is greater.

If the quantity of alfalfa seed delivered in satisfaction of a loan exceeds the quantity of alfalfa seed placed under loan a service fee of 2 cents per 100 pounds shall be charged the producer on the excess quantity delivered.

(b) *Purchase agreements.* At the time the producer signs a purchase agreement he shall pay a service fee of 1 cent per 100 pounds on the quantity specified on Commodity Purchase 1 as the maximum quantity he may deliver, or \$1.50, whichever is greater.

(c) *No refunds.* No refund of service fees will be made under loan or purchase agreement programs.

§ 274.212 *Set-offs.* A producer who is listed on the county debt register as indebted to any agency or corporation of the United States Department of Agriculture shall designate the agency or corporation to which he is indebted as the payee of the proceeds of the loan to the extent of such indebtedness, but not to exceed that portion of the proceeds remaining after deduction of the service fees and amounts due prior lienholders. Indebtedness owing to CCC shall be given first consideration after claims of prior lienholders.

§ 274.213 *Interest rate.* Loans shall bear interest at the rate of 3 percent per annum and interest shall accrue from the date of disbursement of the loan, notwithstanding the printed provisions of the note.

§ 274.214 *Transfer of producer's equity—(a) Loans.* The right of the producer to transfer either his right to redeem the alfalfa seed under loan or his remaining interest may be restricted by CCC.

(b) *Purchase agreements.* The producer may not assign the purchase agreement.

§ 274.215 *Safeguarding of the alfalfa seed.* The producer obtaining a farm-storage loan is obligated to maintain the farm storage structures in good repair and to keep the alfalfa seed in good condition.

§ 274.216 *Insurance.* CCC will not require the producer to insure the alfalfa seed placed under farm-storage loan; however, if the producer does insure such alfalfa seed, such insurance shall inure to the benefit of CCC to the extent of its interest after first satisfying the producer's equity in the alfalfa seed involved in the loss.

§ 274.217 *Loss or damage to the alfalfa seed.* The producer is responsible for any loss in quantity or quality of the alfalfa seed placed under farm storage loan except that uninsured physical loss or damage occurring without fault, negligence, or conversion on the part of the producer, resulting solely from an external cause other than insect infestation or vermin, will be assumed by CCC, provided the producer has given the county

committee immediate notice in writing of such loss or damage, and provided there has been no fraudulent representation made by the producer in the loan documents or in obtaining the loan.

§ 274.218 *Personal liability.* The making of any fraudulent representation by the producer in the loan documents, or in obtaining the loan, or the conversion or unlawful disposition of any portion of the alfalfa seed by him, shall render the producer personally liable for the amount of the loan and for any resulting expense incurred by any holder of the note.

§ 274.219 *Maturity and satisfaction—*
(a) *Loans.* Loans mature on demand but not later than April 30, 1949. In the case of farm storage loans, the producer is required to pay off his loan on or before maturity date, or to deliver the mortgaged alfalfa seed in accordance with instructions of the county committee. Credit will be given for the total quantity so delivered, provided it was stored in the bin(s) in which the alfalfa seed under loan was stored, at the applicable settlement value, according to the grade and quality. If the settlement value of the alfalfa seed delivered exceeds the amount due on the principal of the loan, the amount of the excess shall be paid to the producer. If the settlement value of the alfalfa seed is less than the amount of principal due on the loan, the amount of the deficiency, plus interest thereon, shall be paid by the producer to CCC, or may be set off against any payment which would otherwise be made to the producer under any agricultural programs administered by the Secretary of Agriculture, or any other payments which are due or may become due to the producer from CCC or any other agency of the United States. In the event the farm is sold or there is a change in tenancy, the alfalfa seed may be delivered before the maturity date of the loan upon prior approval by the county committee. In the case of warehouse storage loans, if the producer does not repay his loan by maturity, CCC shall have the right to sell or pool the alfalfa seed in satisfaction of the loan in accordance with the provisions of the note and loan agreement and § 274.220.

(b) *Purchase agreements.* The producer who signs a purchase agreement (Commodity Purchase 1) will not be obligated to deliver any alfalfa seed to CCC. He may deliver any amount up to but not in excess of the quantity shown on Commodity Purchase 1. If the producer desires to deliver alfalfa seed to CCC, he shall, within 30 days following April 30, 1949, the maturity date for alfalfa seed loans, or such earlier date as demand for payment of alfalfa seed loans may be made, submit warehouse receipts representing eligible alfalfa seed stored in eligible warehouse storage to the county committee for the quantity of such alfalfa seed he elects to sell to CCC, but not in excess of the quantity shown on Commodity Purchase 1, or, in the case of alfalfa seed stored in other than eligible warehouse storage, he shall notify

the county committee of his intention to sell and request delivery instructions. The producer must then complete delivery within a 15-day period immediately following the date the county committee issues delivery instructions, unless the county committee determines more time is needed for delivery. Alfalfa seed stored in other than eligible warehouse storage will be purchased on delivery at points designated by CCC. When delivery is completed, payment shall be made by a sight draft drawn on CCC by the State PMA office on the basis of an approved Commodity Purchase 4. The producer shall direct on such form to whom payment of the purchase price shall be made.

Eligible alfalfa seed will be purchased on the basis of the net weight of such seed and in accordance with the schedule of rates and specifications shown in § 274.224.

(c) *Storage and handling charges.* Commodity Credit Corporation will not pay or assume any of the costs of cleaning, bags and bagging, sampling, testing and analysis reports, tagging, or other handling or processing expenses which are necessary to prepare the seed to meet eligibility requirements, or storage charges accruing prior to May 1, 1949, or the date of the warehouse receipt, whichever is later, except that CCC will assume the warehouse receiving charge of the warehouse where the seed is delivered.

§ 274.220 *Removal of the alfalfa seed under loan.* If the loan is not satisfied upon maturity by payment or delivery, the holder of the note may remove the alfalfa seed and sell it, either by separate contract or after pooling it with other lots of alfalfa seed similarly held. The producer has no right of redemption after the alfalfa seed is pooled, but shall share ratably in any overplus remaining upon liquidation of the pool. CCC shall have the right to treat the pooled alfalfa seed as a reserve supply to be marketed under such sales policies as CCC determines will promote orderly marketing, protect the interests of producers and consumers, and not unduly impair the market for the current crop of the alfalfa seed even though part or all of such pooled alfalfa seed is disposed of under such policies at prices less than the current domestic price for such alfalfa seed. Any sum due the producer as a result of the sale of the alfalfa seed or of insurance proceeds thereon, or any ratable share resulting from the liquidation of a pool, shall be payable only to the producer without right of assignment by him.

§ 274.221 *Release of the alfalfa seed under loan.* A producer may at any time obtain release of the alfalfa seed remaining under loan by paying to the holder of the note, or note and loan agreement, the principal amount thereof, plus interest. If the note is held by an out-of-town lending agency or by CCC, the producer may request that the note be forwarded to a local bank for collection. In such case, where CCC is the holder of

the note, the local bank will be instructed to return the note if payment is not effected within 15 days. All charges in connection with the collection of the note shall be paid by the producer. Upon payment of a farm storage loan, the county committee should be requested to release the mortgage by filing an instrument of release or by a marginal release on the county records. Partial release of the alfalfa seed prior to the maturity may be arranged with the county committee by paying to the holder of the note the amount of the loan plus charges and accrued interest, represented by the quantity of the alfalfa seed to be released. In the case of warehouse storage loans, each partial release must cover all of the commodity under one warehouse receipt number.

§ 274.222 *Purchase of notes.* CCC will purchase, from approved lending agencies, notes evidencing approved loans which are secured by chattel mortgages or negotiable warehouse receipts. The purchase price to be paid by CCC will be the principal sums remaining due on such notes, plus accrued interest from the date of disbursement to the date of purchase at the rate of 1½ percent per annum. Lending agencies are required to submit a weekly report to the PMA commodity office and to the county committees on Form 500 (Repayment Record), or such other form as CCC may prescribe, of all payments received on producer's notes held by them, and are required to remit an amount equivalent to 1½ percent interest per annum, on the amount of the principal collected, from the date of disbursement to the date of payment. Lending agencies should submit notes and reports to the PMA commodity office serving the area.

§ 274.223 *PMA commodity offices.* The PMA commodity offices and the areas served by them are shown below:

ADDRESS AND AREA

Atlanta 3 Ga., 449 West Peachtree Street NE.: Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, Virginia.

Chicago 5, Ill., 623 South Wabash Avenue: Illinois, Indiana, Iowa, Michigan, Ohio.

Dallas 2, Tex., 1114 Commerce Street: Arkansas, Louisiana, New Mexico, Oklahoma, Texas.

Kansas City 6, Mo., 417 East Thirteenth Street: Colorado, Kansas, Missouri, Nebraska, Wyoming.

Minneapolis 1, Minn., 328 McKnight Building: Minnesota, Montana, North Dakota, South Dakota, Wisconsin.

New York 4, N. Y., 67 Broad Street: Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, West Virginia.

Portland 5, Oreg., 515 Southwest Tenth Avenue: Idaho, Oregon, Washington.

San Francisco 2, Calif., 30 Van Ness Avenue: Arizona, California, Nevada, Utah.

§ 274.224 *Rates at which loans and purchases will be made.* The rates at which loans and purchases will be made shall be computed in accordance with the schedule of rates and specifications shown below:

Kind of seed	Basic specifications		Rate per pound	Maximum weed seed	Maximum other crop seed	Minimum pure seed	Minimum germination ¹	Percentage discount in price for specified percentage below basic specifications			
	Pure seed	Germination ¹						Pure seed		Germination ¹	
								Percentage below	Percentage discount	Percentage or fraction thereof below	Percentage of the base price
<i>Alfalfa</i>	<i>Percent</i>	<i>Percent</i>	<i>Cents</i>	<i>Percent</i>	<i>Percent</i>	<i>Percent</i>	<i>Percent</i>				
Northern ²	98	90	25	1	3	97	85	1	3	5	7
Central ⁴	98	90	20	1	3	97	85	1	3	5	7
Southern ⁶	98	90	17	1	3	97	85	1	3	5	7

¹ Percentage of germination includes hard seed.

² The Northern Region includes all producing areas north of the southern boundaries of Oregon, Idaho, Wyoming, Nebraska, and eastward in counties which are north of, intersected by, the 40th degree of latitude.

³ Not more than 2 percent sweetclover.

⁴ Including Oklahoma approved seed.

⁵ The Central Region includes all the producing areas south of the Northern Region and north of the 37th degree of latitude (excluding California north of the 37th degree of latitude except the counties of Tehama, Plumas, and those counties north of the 40th degree of latitude, but including all counties south of the 37th degree of latitude in Nevada, Missouri, Kentucky, and Virginia). Approved origin alfalfa seed in Oklahoma tagged and sealed with the official tags and seals of the Oklahoma Crop Improvement Association will be at the rates specified for the Central Region.

⁶ The Southern Region includes all the producing areas south of the Central Region.

Issued this 28th day of September 1948.

[SEAL] **ELMER F. KRUSE,**
Manager,
Commodity Credit Corporation.

Approved: September 28, 1948.

RALPH S. TRIGG,
President,
Commodity Credit Corporation.

[F. R. Doc. 48-8780; Filed, Oct. 1, 1948;
8:46 a. m.]

TITLE 7—AGRICULTURE

Chapter VII—Production and Marketing Administration (Agricultural Adjustment)

PART 722—COTTON

PROCLAMATION WITH RESPECT TO THE NATIONAL ALLOTMENT AND MARKETING QUOTAS FOR THE 1949-50 MARKETING YEAR

Sec.

722.1 Basis and purpose.

722.2 Findings with respect to American cotton supplies, consumption, and exports.

722.3 Determination with respect to marketing quotas for cotton.

AUTHORITY: §§ 722.1 to 722.3 issued under 52 Stat. 38, 43, 56, 58; 7 U. S. C. 1301, 1342, 1343, and 1345.

§ 722.1 *Basis and purpose.* This proclamation is issued under sections 301, 342, 343, and 345, of the Agricultural Adjustment Act of 1938, as amended. Its purpose is to announce findings made by the Secretary of Agriculture with respect to the total supply, the normal supply, and the carry-over of American cotton on August 1, 1948; the probable domestic consumption of American cotton during the marketing year commencing August 1, 1948; the probable exports of American cotton during the marketing year commencing August 1, 1948; and the estimated carry-over of American cotton as of August 1, 1949; and to proclaim whether, upon the basis of such findings, marketing quotas and a national allotment for cotton for the 1949-50 marketing year are required under the act. Prior to making the findings, notice was given (13 F. R. 4953) that the Secretary

was preparing to examine the supply situation to determine if quotas were required under the act and that any interested person might express his views in writing with respect thereto. All written expressions received postmarked not later than September 10, 1948, the closing date therefor mentioned in the notice aforesaid, have been considered.

§ 722.2 *Findings with respect to American cotton supplies, consumption, and exports.* The findings stated herein are based upon the latest available statistics of the Federal Government and the baleage figures are expressed in running bales:

(a) The "total supply" of American cotton for the marketing year beginning August 1, 1948, was 19,164,000 bales.

(b) The "normal supply" of American cotton for the marketing year beginning August 1, 1948, was 18,200,000 bales.

(c) The "carry-over" of American cotton for the marketing year beginning August 1, 1948, was 4,306,000 bales.

(d) The "probable domestic consumption of American cotton" during the marketing year commencing August 1, 1948, will be 9,000,000 bales.

(e) The "probable exports of American cotton" during the marketing year commencing August 1, 1948, will be 4,000,000 bales.

(f) The "estimated carry-over" of American cotton as of August 1, 1949, is 6,164,000 bales.

§ 722.3 *Determination with respect to marketing quotas for cotton.* The total supply of American cotton, as that term is defined in the statute above referred to, for the current marketing year does not exceed by more than seven per centum the normal supply, as so defined, of American cotton for such marketing year; therefore, no national allotment of cotton shall be established for the calendar year 1949 and marketing quotas for cotton shall not be in effect for the 1949-50 marketing year.

Done at Washington, D. C., this 28th day of September 1948.

[SEAL] **CHARLES F. BRANNAN,**
Secretary of Agriculture.

[F. R. Doc. 48-8803; Filed, Oct. 1, 1948;
8:52 a. m.]

Chapter IX—Production and Marketing Administration (Marketing Agreements and Orders)

[Grapefruit Reg. 101]

PART 933—ORANGES, GRAPEFRUIT, AND TANGERINES GROWN IN FLORIDA

LIMITATION OF SHIPMENTS

§ 933.399 *Grapefruit Regulation 101—*
(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 33, as amended (7 CFR and Supps., Part 933), regulating the handling of oranges, grapefruit, and tangerines grown in the State of Florida, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended, and upon the basis of the recommendations of the committees established under the aforesaid amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of grapefruit, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule making procedure, and postpone the effective date of this section until 30 days after publication thereof in the FEDERAL REGISTER (60 Stat. 237; 5 U. S. C. 1001 et seq.) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the Agricultural Marketing Agreement Act of 1937, as amended, is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective date.

(b) *Order.* (1) During the period beginning at 12:01 a. m., e. s. t., October 4, 1948, and ending at 12:01 a. m., e. s. t., October 18, 1948, no handler shall ship:

(i) Any grapefruit of any variety, grown in the State of Florida, which grade U. S. No. 2 Russet, or lower than U. S. No. 2 Russet;

(ii) Any seeded grapefruit, other than pink grapefruit, grown in the State of Florida which are of a size smaller than a size that will pack 70 grapefruit, packed in accordance with the requirements of a standard pack, in a standard nailed box; or

(iii) Any pink seeded grapefruit grown in the State of Florida which are of a size smaller than a size that will pack 80 grapefruit, packed in accordance with the requirements of a standard pack, in a standard nailed box; or

(iv) Any seedless grapefruit of any variety, grown in the State of Florida, which are of a size smaller than a size that will pack 96 grapefruit, packed in accordance with the requirements of a standard pack, in a standard nailed box.

(2) As used in this section, "handler" and "ship" shall have the same meaning as is given to each such term in said amendment marketing agreement and order; and the terms "U. S. No. 2 Russet," "standard pack," and "standard nailed box" shall each have the same meaning as when used in the United States Standards for Grapefruit (13 F. R.

4787). (48 Stat. 31, as amended; 7 U. S. C. 601 et seq.)

Done at Washington, D. C., this 29th day of September 1948.

[SEAL] S. R. SMITH,
*Director, Fruit and Vegetable
Branch, Production and Mar-
keting Administration.*

[F. R. Doc. 48-8816; Filed, Oct. 1, 1948;
9:00 a. m.]

[Orange Reg. 150]

**PART 933—ORANGES, GRAPEFRUIT, AND
TANGERINES GROWN IN FLORIDA**

LIMITATION OF SHIPMENTS

§ 933.400 *Orange Regulation 150—(a) Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 33, as amended (7 CFR and Supps., Part 933), regulating the handling of oranges, grapefruit, and tangerines grown in the State of Florida, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended, and upon the basis of the recommendations of the committees established under the aforesaid amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of oranges, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule making procedure, and postpone the effective date of this section until 30 days after publication thereof in the FEDERAL REGISTER (60 Stat. 237; 5 U. S. C. 1946 ed. 1001 et seq.) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the Agricultural Marketing Agreement Act of 1937, as amended, is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective date.

(b) *Order.* (1) During the period beginning at 12:01 a. m., e. s. t., October 4, 1948, and ending at 12:01 a. m., e. s. t., October 18, 1948, no handler shall ship:

(i) Any oranges, except Temple oranges, grown in the State of Florida which grade U. S. No. 2 Russet or lower than U. S. No. 2 Russet; or

(ii) Any oranges, except Temple oranges, grown in the State of Florida which are of a size smaller than a size that will pack 216 oranges, packed in accordance with the requirements of a standard pack, in a standard nailed box.

(2) As used in this section, the terms "handler" and "ship" shall each have the same meaning as when used in said amended marketing agreement and order; and the terms "U. S. No. 2 Russet," "standard pack," and "standard nailed box" shall each have the same meaning as when used in the United States Standards for Oranges (13 F. R. 5174, 5306).

(48 Stat. 31, as amended; 7 U. S. C. 601 et seq.)

Done at Washington, D. C., this 29th day of September 1948.

[SEAL] S. R. SMITH,
*Director, Fruit and Vegetable
Branch, Production and Mar-
keting Administration.*

[F. R. Doc. 48-8817; Filed, Oct. 1, 1948;
9:01 a. m.]

[Lemon Reg. 294]

**PART 953—LEMONS GROWN IN CALIFORNIA
AND ARIZONA**

LIMITATION OF SHIPMENTS

§ 953.401 *Lemon Regulation 294—(a) Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 53, as amended (7 CFR, Cum. Supp., 953.1 et seq.; 13 F. R. 766), regulating the handling of lemons grown in the State of California or in the State of Arizona, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended, and upon the basis of the recommendation and information submitted by the Lemon Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of the quantity of such lemons which may be handled, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule making procedure, and postpone the effective date of this section until 30 days after publication thereof in the FEDERAL REGISTER (60 Stat. 237; 5 U. S. C. 1001 et seq.) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the Agricultural Marketing Agreement Act of 1937, as amended, is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective date.

(b) *Order.* (1) The quantity of lemons grown in the State of California or in the State of Arizona which may be handled during the period beginning at 12:01 a. m., P. s. t., October 3, 1948, and ending at 12:01 a. m., P. s. t., October 10, 1948, is hereby fixed as follows:

(i) District 1: 300 carloads.

(ii) District 2: Unlimited movement.

(2) The prorate base of each handler who has made application therefor, as provided in the said amended marketing agreement and order, is hereby fixed in accordance with the prorate base schedule which is attached to Lemon Regulation 293 (13 F. R. 5587), and made a part hereof by this reference.

(3) As used in this section, "handled," "handler," "carloads," "prorate base," "District 1," and "District 2" shall have the same meaning as is given to each such term in the said amended market-

ing agreement and order. (48 Stat. 31, as amended; 7 U. S. C. 601 et seq.)

Done at Washington, D. C., this 30th day of September 1948.

[SEAL] S. R. SMITH,
*Director, Fruit and Vegetable
Branch, Production and Mar-
keting Administration.*

[F. R. Doc. 48-8832; Filed, Oct. 1, 1948;
9:46 a. m.]

**PART 939—BEURRE D'ANJOU, BEURRE BOSC,
WINTER NELIS, DOYENNE DU COMICE,
BEURRE EASTER, AND BEURRE CLAIRGEAU
PEARS GROWN IN OREGON, WASHINGTON,
AND CALIFORNIA**

**DETERMINATION RELATIVE TO THE BUDGET OF
EXPENSES AND THE FIXING OF THE RATE OF
ASSESSMENT FOR THE 1948-49 FISCAL
PERIOD**

Notice was published in the FEDERAL REGISTER (13 F. R. 4836), dated August 20, 1948, that consideration was being given to proposals regarding the budget of expenses and the fixing of the rate of assessment for the 1948-49 fiscal period under the marketing agreement and Order No. 39 (7 CFR, Cum. Supp., 939.1 et seq.), regulating the handling of the Beurre d'Anjou, Beurre Bosc, Winter Nelis, Doyenne du Comice, Beurre Easter, and Beurre Clairgeau varieties of pears grown in the States of Oregon, Washington, and California. This regulatory program is effective under the Agricultural Marketing Agreement Act of 1937, as amended. After consideration of all relevant matters presented, including the proposals set forth in the aforesaid notice which were submitted by the Control Committee (established pursuant to said marketing agreement and order), it is hereby found and determined that:

§ 939.201 *Budget of expenses and rate of assessment for the 1948-49 fiscal period.* (a) The expenses necessary to be incurred by the Control Committee, established pursuant to the provisions of the aforesaid marketing agreement and order, for the maintenance and functioning of such committee during the fiscal period beginning July 1, 1948, and ending June 30, 1949, both dates inclusive, will amount to \$15,515.00; and the rate of assessment to be paid, in accordance with the marketing agreement and order, by each handler who first handles pears shall be as hereinafter set forth and with respect to all such pears shipped by him as the first handler thereof; and such rate of assessment is hereby fixed as each such handler's pro rata share of the aforesaid expenses:

(1) With respect to pears shipped in standard western pear boxes, the rate of assessment shall be four mills (\$0.004) per standard western pear box of pears; and

(2) With respect to pears shipped in bulk or in any container other than said standard western pear box, such rate of assessment shall be four mills (\$0.004) per 48 pounds of pears.

(b) *Effective date.* It is hereby further found and determined that it is im-

practicable and contrary to the public interest to postpone the effective date of this determination until 30 days after publication thereof in the FEDERAL REGISTER (60 Stat. 237; 5 U. S. C. 1001 et seq.), in that (1) shipments of pears covered by the aforesaid marketing agreement and order have already commenced; (2) the aforesaid rate of assessment is applicable to all pears shipped during the aforesaid fiscal period; (3) the regulation of such pear shipments by grades and sizes is currently effective; (4) the mandatory inspection requirements of said marketing agreement and order are in effect; (5) in order for the aforesaid necessary assessments to be collected it is essential that the specification of the assessment rate be issued immediately so as to enable the said Control Committee to perform its duties and functions under said marketing agreement and order; and (6) a reasonable time is permitted, under the circumstances, for preparation for such effective date.

As used in this section, the terms "handler," "handles," "handled," "shipped," "pears," "standard western pear box," and "fiscal period" shall have the same meaning as when used in the said marketing agreement and order. (48 Stat. 31, as amended, 7 U. S. C. 601 et seq.; 7 CFR, Cum. Supp., 939.1 et seq.)

Done at Washington, D. C., this 28th day of September 1948.

[SEAL] CHARLES F. BRANNAN,
Secretary of Agriculture.

[F. R. Doc. 48-8779; Filed, Oct. 1, 1948;
8:46 a. m.]

[Orange Reg. 249]

PART 966—ORANGES GROWN IN CALIFORNIA AND ARIZONA

LIMITATION OF SHIPMENTS Correction

In Federal Register Document 48-8685, appearing at page 5588 of the issue for Saturday, September 25, 1948, paragraph (b) (1) (i) (b) should read as follows: "(b) Prorate District No. 2; 1500 carloads;"

[Orange Reg. 250]

PART 966—ORANGES GROWN IN CALIFORNIA AND ARIZONA

LIMITATION OF SHIPMENTS

§ 966.396 *Orange Regulation 250*—
(a) *Findings.* (1) Pursuant to the provisions of Order No. 66 (7 CFR, Cum. Supp., 966.1 et seq.) regulating the handling of oranges grown in the State of California or in the State of Arizona, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended, and upon the basis of the recommendation and information submitted by the Orange Administrative Committee, established under the said order, and upon other available information, it is hereby found that the limitation of the quantity of such oranges which may be handled, as hereinafter

provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule making procedure, and postpone the effective date of this section until 30 days after publication thereof in the FEDERAL REGISTER (60 Stat. 237; 5 U. S. C. 1001 et seq.) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the Agricultural Marketing Agreement Act of 1937, as amended, is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective date.

(b) *Order.* (1) The quantity of oranges grown in the State of California or in the State of Arizona which may be handled during the period beginning at 12:01 a. m., P. s. t., October 3, 1948, and ending at 12:01 a. m., P. s. t., October 10, 1948, is hereby fixed as follows:

(i) *Valencia oranges.* (a) Prorate District No. 1: no movement; (b) Prorate District No. 2: 1400 carloads; (c) Prorate District No. 3: no movement.

(ii) *Oranges other than Valencia oranges.* (a) Prorate District No. 1: no movement; (b) Prorate District No. 2: no movement; (c) Prorate District No. 3: no movement.

(2) The prorate base of each handler who has made application therefor, as provided in the said order, is hereby fixed in accordance with the prorate base schedule which is attached hereto and made a part hereof by this reference.

(3) As used in this section, "handler," "handler," "carloads," and "prorate base" shall have the same meaning as is given to each such term in the said order; and "Prorate District No. 1," "Prorate District No. 2," and "Prorate District No. 3" shall have the same meaning as is given to each such term in § 966.107 (11 F. R. 10258) of the rules and regulations contained in this part. (48 Stat. 31, as amended; 7 U. S. C. 601 et seq.)

Done at Washington, D. C., this 1st day of October 1948.

[SEAL] S. R. SMITH,
Director, Fruit and Vegetable
Branch, Production and Mar-
keting Administration.

PRORATE BASE SCHEDULE

(Orange Regulation Period No. 250)

[12:01 a. m. Oct. 3, 1948 to 12:01 a. m. Oct.
10, 1948]

VALENCIA ORANGES

Prorate District No. 2

Handler	Prorate base (percent)
Total	100.0000
A. F. G. Alta Loma	.0931
A. F. G. Corona	.1423
A. F. G. Fullerton	.8148
A. F. G. Orange	.3397
A. F. G. Riverside	.1246
A. F. G. San Juan Capistrano	.7370
A. F. G. Santa Paula	.6885
Hazeltine Packing Co.	.4586
Placentia Pioneer Valley Growers Association	.7003

PRORATE BASE SCHEDULE—Continued

VALENCIA ORANGES—continued

Prorate District No. 2—Continued

Handler	Prorate base (percent)
Signal Fruit Association	0.1510
Azusa Citrus Association	.4368
Covina Valley Orange Co.	.0968
Damerel-Allison Co.	.9427
Glendora Mutual Orange Association	.4359
Irwindale Citrus Association	.4431
Puente Mutual Citrus Association	.2370
Valencia Heights Orchard Association	.6201
Covina Citrus Association	1.2354
Covina Orange Growers Association	.6526
Glendora Citrus Association	.4185
Glendora Heights Orange and Lemon Growers Association	.0650
Gold Buckle Association	.6221
La Verne Orange Association	.7524
Anahelm Citrus Fruit Association	1.3102
Anahelm Valencia Orange Association	.9431
Eadington Fruit Co., Inc.	2.4875
Fullerton Mutual Orange Association	1.2246
La Habra Citrus Association	1.2632
Orange County Valencia Association	.6902
Orangethorpe Citrus Association	.6409
Placentia Cooperative Orange Association	.5648
Yorba Linda Citrus Association	.6137
Citrus Fruit Growers	.1605
Cucamonga Citrus Association	.2474
Etiwanda Citrus Fruit Association	.0546
Mountain View Fruit Association	.0090
Old Baldy Citrus Association	.1467
Rialto Heights Orange Growers	.0684
Upland Citrus Association	.2207
Upland Heights Orange Association	.1685
Consolidated Orange Growers	1.7848
Frances Citrus Association	1.6065
Garden Grove Citrus Association	1.2736
Goldenwest Citrus Association, The	1.8034
Irvine Valencia Growers	2.8784
Olive Heights Citrus Association	1.9077
Santa Ana-Tustin Mutual Citrus Association	1.2405
Sanitago Orange Growers Association	3.4673
Tustin Hills Citrus Association	2.5964
Villa Park Orchards Association, The	1.8122
Bradford Brothers, Inc.	.7292
Placentia Mutual Orange Association	1.7103
Placentia Orange Growers Association	2.2238
Yorba Orange Growers Association	.6343
Call Ranch	.0857
Corona Citrus Association	.6127
Jameson Company	.0532
Orange Heights Orange Association	.3695
Crafton Orange Growers Association	.4766
East Highlands Citrus Association	.0899
Fontana Citrus Association	.1326
Highland Fruit Growers Association	.0000
Redlands Heights Groves	.3497
Redlands Orangedale Association	.3722
Break & Sons, Allen	.0704
Bryn Mawr Fruit Growers Association	.2953
Krinnard Packing Co.	.2310
Mission Citrus Association	.1817
Redlands Cooperative Fruit Association	.4091
Redlands Orange Growers Association	.2830
Redlands Select Groves	.3513
Rialto Citrus Association	.2309
Rialto Orange Co.	.1789

RULES AND REGULATIONS

PRORATE BASE SCHEDULE—Continued

VALENCIA ORANGES—continued

Prorate District No. 2—Continued

Handler	Prorate base (percent)
Southern Citrus Association.....	0.2189
United Citrus Growers.....	.1599
Zilen Citrus Co.....	.0809
Arlington Heights Citrus Co.....	.1376
Brown Estate, L. V. W.....	.0000
Gavilan Citrus Association.....	.1559
Hemet Mutual Groves.....	.0000
Highgrove Fruit Association.....	.0730
McDermont Fruit Co.....	.2094
Monte Vista Citrus Association.....	.2136
National Orange Co.....	.0000
Riverside Heights Orange Growers Association.....	.0694
Sierra Vista Packing Association.....	.0000
Victoria Avenue Citrus Association.....	.2111
Claremont Citrus Association.....	.2012
College Heights Orange and Lemon Association.....	.2470
El Camino Citrus Association.....	.0733
Indian Hill Citrus Association.....	.2235
Pomona Fruit Growers Exchange.....	.4619
Walnut Fruit Growers Association.....	.5378
West Ontario Citrus Association.....	.4518
El Cajon Valley Citrus Association.....	.0000
Escondido Orange Association.....	2.8647
San Dimas Orange Growers Association.....	.5497
Andrews Brothers of California.....	.1994
Ball & Tweedy Association.....	.6592
Canoga Citrus Association.....	1.2210
North Whittier Heights Citrus Association.....	1.0869
San Fernando Fruit Growers Association.....	.5770
San Fernando Heights Orange Association.....	1.1420
Sierra Madre-Lamanda Citrus Association.....	.0000
Camarillo Citrus Association.....	1.9755
Fillmore Citrus Association.....	2.9883
Mupu Citrus Association.....	3.4914
Ojai Orange Association.....	1.1760
Piru Citrus Association.....	2.1067
Santa Paula Orange Association.....	1.3272
Tapo Citrus Association.....	1.3836
Ventura County Citrus Association.....	.0000
Limoneira Co.....	.7746
East Whittier Citrus Association.....	.2599
El Ranchito Citrus Association.....	.9623
Murphy Ranch Co.....	.4379
Rivera Citrus Association.....	.4815
Whittier Citrus Association.....	.7712
Whittier Select Citrus Association.....	.4483
Anaheim Cooperative Orange Association.....	1.0407
Bryn Mawr Mutual Orange Association.....	.0000
Chula Vista Mutual Lemon Association.....	.0000
Escondido Cooperative Citrus Association.....	.0000
Euclid Avenue Orange Association.....	.3801
Foothill Citrus Union, Inc.....	.0392
Fullerton Cooperative Orange Association.....	.3718
Garden Grove Orange Cooperative, Inc.....	.6205
Golden Orange Groves, Inc.....	.0000
Highland Mutual Groves.....	.0107
Index Mutual Association.....	.2669
La Verne Cooperative Citrus Association.....	1.4835
Mentone Heights Association.....	.0498
Olive Hillside Groves.....	.6583
Orange Cooperative Citrus Association.....	1.1086
Redlands Foothill Groves.....	.7011
Redlands Mutual Orange Association.....	.1635
Riverside Citrus Association.....	.0627
Ventura County Orange and Lemon Association.....	1.0959
Whittier Mutual Orange and Lemon Association.....	.1472

PRORATE BASE SCHEDULE—Continued

VALENCIA ORANGES—continued

Prorate District No. 2—Continued

Handler	Prorate base (percent)
Babijulce Corp. of California.....	0.4310
Banks Fruit Co.....	.0000
Banks, L. M.....	.2945
Borden Fruit Co.....	.6166
California Associated Growers.....	.0911
California Fruit Distributors.....	.0500
Cherokee Citrus Co., Inc.....	.1544
Chess Co., Meyer W.....	.2277
Escondido Avocado Growers.....	.0226
Evans Brothers Packing Co.....	.2566
Furr, N. C.....	.0205
Gold Banner Association.....	.3227
Granada Hills Packing Co.....	.0440
Granada Packing House.....	1.2364
Hill, Fred A.....	.0877
Inland Fruit Dealers, Inc.....	.0769
Morris Brothers Fruit Co.....	.0126
Orange Belt Fruit Distributors.....	2.0530
Panno Fruit Co., Carlo.....	.0202
Paramount Citrus Association.....	.5014
Placentia Orchard Co.....	.4551
San Antonio Orchard Co.....	.2821
Snyder & Sons Co., W. A.....	.4308
Stephens, T. F.....	.1099
Torn Ranch.....	.0000

Dept. of Comm. Sched. B No.	Commodity	Unit	Processing code and related commodity group	GLV dollar value limits
609900	Bolts, iron and steel (except railroad), over 3 feet in length.....	Pound.....	STEE	100

This part of the amendment shall become effective as of August 9, 1948.

2. The following commodity is deleted from the Positive List:

Dept. of Comm. Sched. B No.	Commodity	GLV dollar value limits
533200	Closet bowls and water-closet sets (include tanks).	None
709415	Rigid metal conduit, iron or steel.....	100
709418	Rigid metal conduit, other than iron or steel.	400
709490	Other metal conduit, outlet and switch boxes.	100
709500	Electrical machinery and apparatus: Duplex receptacles; flush toggle and flush tumbler switches, single-pole and three-way, 10 amperes and under at 125 volts.	

This part of the amendment shall become effective as of August 9, 1948.

3. The dollar value limits in the column headed "GLV dollar value limits" set forth opposite each of the commodities listed below are amended to read as follows:

Dept. of Comm. Sched. B No.	Commodity	Unit	Processing code and related commodity group	GLV dollar value limits
630301	Aluminum, aluminum alloys (duralumin included): Sheets, plates, and strips (0.006 inch in thickness and over).....	Pound.....	NONF	25

This part of the amendment shall become effective as of August 25, 1948, except that shipments of the commodity listed in this part of the amendment which were on dock, on lighter, laden aboard an exporting carrier or in transit to a port of exit pursuant to an actual order for export prior to August 25, 1948, may be exported under the previous general license provisions. On and after Au-

PRORATE BASE SCHEDULE—Continued

VALENCIA ORANGES—continued

Prorate District No. 2—Continued

Handler	Prorate base (percent)
Wall, E. T.....	0.1374
Webb Packing Co.....	.0000
Western Fruit Growers, Inc., Redlands.....	.7394

[F. R. Doc. 48-8849; Filed, Oct. 1, 1948; 11:44 a. m.]

TITLE 15—COMMERCE

Chapter III—Bureau of Foreign and Domestic Commerce, Department of Commerce

[3d General Revision of Export Regs., Amdt. P. L. 5]

PART 399—POSITIVE LIST OF COMMODITIES AND RELATED MATTERS

Section 399.1 Appendix A—Positive List of Commodities is amended in the following particulars:

1. The following commodity is added to the Positive List:

Dept. of Comm. Sched. B No.	Commodity	Unit	Processing code and related commodity group	GLV dollar value limits
533200	Closet bowls and water-closet sets (include tanks).			None
709415	Rigid metal conduit, iron or steel.....			100
709418	Rigid metal conduit, other than iron or steel.			400
709490	Other metal conduit, outlet and switch boxes.			100

This part of the amendment shall become effective as of August 9, 1948, except that shipments of any of the commodities classified under Schedule B No. 533200 listed in this part of the amendment which were on dock, on lighter, laden aboard an exporting carrier or in transit to a port of exit pursuant to an actual order for export prior to August 9, 1948, may be exported under the previous general license provisions.

4. The following commodity is added to the Positive List:

Dept. of Comm. Sched. B No.	Commodity	Unit	Processing code and related commodity group	GLV dollar value limits
630301	Aluminum, aluminum alloys (duralumin included): Sheets, plates, and strips (0.006 inch in thickness and over).....	Pound.....	NONF	25

gust 25, 1948, other shipments of the above commodity to any destination may not be cleared for export or exported except pursuant to an outstanding validated license issued on or after February 1, 1948.

5. The Positive List is amended by substituting the following listings in place of Schedule B No. 604700, the description of the commodities classified thereunder and the other related entries.

[3d General Revision of Export Regs., Amdt. P. L. 6]

PART 399—POSITIVE LIST OF COMMODITIES AND RELATED MATTERS

Section 399.1 Appendix A—Positive List of Commodities is amended in the following particulars:

1. The following commodities are deleted from the Positive List:

Dept. of Comm. Sched. B No.	Commodity
120110	Vegetables and preparations, edible: Beans, dry, ripe.
120150	Seed beans, field varieties only.
120219	Peas, dry, ripe, except lentils (report cowpeas and chickpeas in 120213 and 120215, respectively). Sawmill products (lumber); Boards, planks and scantlings, less than 5" in least dimension; Hardwoods:
413200	Beech and pecan flooring.

2. The following commodity is added to the Positive List:

Dept. of Comm. Sched. B No.	Commodity	Unit	Processing code and related commodity group	GLV dollar value limits
713400	Steam jet ejectors, 4 stages and over, accessories and parts (report steam jet ejectors under 4 stages, accessories and parts in 713500).	Unit	GIEQ	None

(Secs. 6, 54 Stat. 714; 55 Stat. 206; 56 Stat. 463; 58 Stat. 671; 59 Stat. 270; 60 Stat. 215; 61 Stat. 214; 61 Stat. 321; Pub. Law 395, 80th Cong.; 50 U. S. C. App. and Sup. 701, 702; E. O. 9630, Sept. 27, 1945, 10 F. R. 12245; E. O. 9919, Jan. 3, 1948, 13 F. R. 59)

Dated: September 28, 1948.

FRANCIS MCINTYRE,
Assistant Director,
Office of International Trade.

[F. R. Doc. 48-8789; Filed, Oct. 1, 1948; 8:50 a. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter 1—Federal Trade Commission

[Docket 5300]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

MID-WEST PRODUCTS (FORMERLY MID-WEST RESEARCH LABORATORY)

§ 3.6 (a) Advertising falsely or misleadingly—Business status, advantages

(2) The foregoing interpretation is issued as a clarification of the commodity descriptions relating to the above listed Schedule B numbers. It does not change the provisions of Parts 370 to 399, inclusive, of this chapter, governing the exportation of these commodities.

(3) It is to be noted that all of the commodities described above in paragraph (1), except those described above with respect to Schedule B No. 620998, are included on the Positive List.

This interpretation is issued as of September 17, 1948.

(Sec. 6, 54 Stat. 714; 55 Stat. 206; 56 Stat. 463; 58 Stat. 671; 59 Stat. 270; 60 Stat. 215; 61 Stat. 214; 61 Stat. 321; Pub. Law 395, 80th Cong.; 50 U. S. C. App. and Sup. 701, 702; E. O. 9630, Sept. 27, 1945, 10 F. R. 12245; E. O. 9919, Jan. 3, 1948, 13 F. R. 59)

Dated: September 28, 1948.

FRANCIS MCINTYRE,
Assistant Director,
Office of International Trade.

[F. R. Doc. 48-8788; Filed, Oct. 1, 1948; 8:50 a. m.]

Dept. of Comm. Sched. B No.	Commodity	Unit	Processing code and related commodity group	GLV dollar value limits
604700	Structural iron and steel: Fencestock (include only sections of poststock fabricated from rolled steel plates used for conducting water in hydraulic steel pipe installations).	Pound	STEE	100
604700	Plates, fabricated, punched, or shaped, n. e. s.	Pound	STEE	100

This part of the amendment shall become effective as of September 9, 1948.

6. The following commodities are added to the Positive List:

Dept. of Comm. Sched. B No.	Commodity	Unit	Processing code and related commodity group	GLV dollar value limits
540905	Other nonmetallic minerals (precious included): Diamond grinding wheels	Pound	TOOL	None
540910	Diamond dust or powder	Pound	TOOL	None
541200	Resinoid diamond abrasive wheels	Pound	TOOL	None
590305	Diamonds suitable only for industrial use	Carat	CDGS	None
590405	Diamond bearings	CDGS	CDGS	None
590605	Diamonds, rough or uncut, other than industrial	CDGS	CDGS	None
615005	Iron and steel manufactures: Diamond saws, except circular	Unit	TOOL	None
617301	Tools incorporating industrial diamonds, n. e. s.	Unit	CDGS	None
731100	Mining, well, and pumping machinery: Rock drills (when containing diamonds)	No.	CONS	None
733900	Diamond drill bits and other mining and quarrying machinery, and parts containing diamonds	No.	CONS	None
745805	Metalworking machinery: Diamond dies for power-driven metalworking machinery	Unit	TOOL	None
748512	Metal alloy slugs containing diamonds	No.	TOOL	None
774020	Other industrial machinery: Diamond penetrators	Unit	GIEQ	None
775005	Diamond penetrator parts	Unit	GIEQ	None
915000	Scientific and professional instruments, apparatus and supplies: Diamond disk points and other dental instruments containing diamonds	SATE	SATE	None

This part of the amendment shall become effective as of September 29, 1948, except that shipments of any of the commodities listed in this part of the amendment which were on dock, on lighter, laden aboard an exporting carrier or in transit to a port of exit prior to an actual order for export prior to September 29, 1948, may be exported under the previous general license provisions.

Section 399.2 Appendix B—Interpretations: Positive List of Commodities is amended by adding a new paragraph (c) to read as follows:

(c) Interpretation 3: export of steel bale ties, straps and strapping. (1) The following Schedule B numbers cover and include, among other things, steel bale ties, straps and strapping, as described below:

609101 Eale ties, wire (the wires are cut to length and fabricated to form a means of fastening the two ends together). Straps or strapping of strip steel, cut to length or not cut to length (including cotton bale ties and other bale ties of strip steel, not fitted with buckles): Cold-rolled. Hot-rolled.

603711 Straps or strapping, strip steel (including cotton bale ties and other bale ties of strip steel) cut to length and fitted with buckles or accompanied by equal number of buckles.

603811 Straps or strapping, strip steel (including cotton bale ties and other bale ties of strip steel) cut to length and fitted with buckles or accompanied by equal number of buckles.

620698 Buckles or connectors for fastening bale ties, not bundled with bale ties or straps.

or connections of advertiser—Producer status of dealer or seller—Laboratory: § 3.6 (a) Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Producer status of dealer or seller—Manufacturer: § 3.96 (b) Using misleading name—Vendor—Producer or laboratory status of dealer or seller. In connection with the offering for sale, sale or distribution of serums and medicinal preparations in commerce, (1) using the words "Research Laboratory" or the word "Laboratory"

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ratory", or any other word or term of similar import or meaning, in its corporate or trade name, or in any manner, to describe its business status, unless and until it owns and operates an appropriately equipped laboratory for the compounding and testing of the preparations it offers for sale and where research work is conducted by trained technicians as a part of its business; or, (2) representing, through the use of any other word or term of similar import or meaning, that the respondent is the manufacturer of any products sold by it which are not made in a plant or factory actually owned and operated or directly and absolutely controlled by the respondent; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U. S. C., sec. 45b) [Cease and desist order, Mid-West Products (formerly Mid-West Research Laboratory), Docket 5300, August 17, 1948]

At a regular session of the Federal Trade Commission held at its office in the city of Washington, D. C., on the 17th day of August A. D. 1948.

In the matter of Mid-West Products (formerly Mid-West Research Laboratory), a corporation.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answer of the respondent, testimony and other evidence in support of and in opposition to the allegations of the complaint taken before a trial examiner of the Commission theretofore duly designated by it, the trial examiner's recommended decision, and brief of counsel in support of the complaint (no brief having been filed on behalf of respondent and oral argument not having been requested); and the Commission having made its findings as to the facts and its conclusion that the respondent has violated the provisions of the Federal Trade Commission Act:

It is ordered, That the respondent, Mid-West Products (formerly Mid-West Research Laboratory), a corporation, and its officers, agents, representatives and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of serums and medicinal preparations in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Using the words "Research Laboratory" or the word "Laboratory", or any other word or term of similar import or meaning, in its corporate or trade name, or in any manner, to describe its business status, unless and until it owns and operates an appropriately equipped laboratory for the compounding and testing of the preparations it offers for sale and where research work is conducted by trained technicians as a part of its business.

2. Representing, through the use of the word "Manufacturer" or through the use of any other word or term of similar import or meaning, that the respondent is the manufacturer of any products sold by it which are not made in a plant or factory actually owned and operated or directly and absolutely controlled by the respondent.

It is further ordered, That the respondent shall, within sixty (60) days

after service upon it of this order, file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 48-8784; Filed, Oct. 1, 1948;
8:49 a. m.]

TITLE 46—SHIPPING

Chapter I—Coast Guard: Inspection and Navigation

Subchapter F—Marine Engineering

[CGFR 48-5]

MARINE ENGINEERING AND MATERIAL SPECIFICATIONS FOR MERCHANT VESSELS

By virtue of the authority vested in me by R. S. 4405, 4417a, 4418, 4426, 4427, 4429, 4430, 4431, 4432, 4433, 4434, 4453, 4491, sec. 14, 29 Stat. 690, 41 Stat. 305, 49 Stat. 1544, 54 Stat. 346, and sec. 5 (e), 55 Stat. 244, as amended (46 U. S. C. 363, 366, 367, 375, 391a, 392, 404, 405, 407, 408, 409, 410, 411, 412, 435, 1333, 50 U. S. C. 1275), and sec. 101 of Reorganization Plan No. 3 of 1946 (11 F. R. 7875), the following corrections shall be made and the following omissions shall be inserted in Coast Guard Document CGFR 48-5, Federal Register Document 48-2817, filed March 30, 1948, and published in the FEDERAL REGISTER dated March 31, 1948, 13 F. R. 1668, et seq.:

PART 52—CONSTRUCTION

SUBPART 52.20—HEADS

Section 52.50-15 *Detail requirements* is corrected in paragraph (b) (5) (13 F. R. 1711) by inserting after the reference "52.20-10" the phrase "but only 60 percent of".

SUBPART 52.25—OPENINGS AND REINFORCEMENTS

Section 52.25-10 *Materials and workmanship* is corrected in paragraph (g) (13 F. R. 1714) by inserting after the reference "52.20-15" a parenthesis.

SUBPART 52.30—SURFACES REQUIRED TO BE STAYED OR REINFORCED

Section 52.30-10 *Computations* is corrected in paragraph (a) (13 F. R. 1715) by removing the radical sign from formula (3).

SUBPART 52.55—BOILER AND SUPERHEATER TUBES

Section 52.55-10 *Computations* is corrected in paragraph (a) (1) (13 F. R. 1723) by changing the numbering of inferior subdivisions from (1) and (2) to (i) and (ii), respectively, and by inserting an inferior subdivision "(iii) All tubes:" immediately above formula (3).

SUBPART 52.70—BOILER MOUNTINGS AND ATTACHMENTS

Section 52.70-25 *Feed valves* is corrected in paragraph (e) (13 F. R. 1727) by changing in the third sentence the first phrase "stop check valves" to "stop and check valves" and the phrase "regu-

lar stop check valves" to "regular stop and check valves".

PART 55—PIPING SYSTEMS

SUBPART 55.07—DETAIL REQUIREMENTS

1. The number for Table 55.07 (a) (13 F. R. 1732) is changed to "Table 55.07-5 (a)."

2. The first formula is paragraph (c) of § 55.07-20 *Bolting* (13 F. R. 1737) is designated "(1)".

Dated: September 27, 1948.

[SEAL]

J. F. FARLEY,
Admiral, U. S. Coast Guard,
Commandant.

[F. R. Doc. 48-8791; Filed, Oct. 1, 1948;
8:50 a. m.]

TITLE 24—HOUSING CREDIT

Chapter IV—Home Owners' Loan Corporation

[No. 1043]

PART 402—LOANS AND PROPERTIES

MISCELLANEOUS AMENDMENTS

SEPTEMBER 8, 1948.

Amending Part 402, Chapter IV, Title 24 of the Code of Federal Regulations. Sections 402.15-3, 402.15-4, 402.15-5, 402.15-6 and the first paragraph of § 402.15-14 are amended and § 402.15-36a is added, as follows:

§ 402.15-3 *Insurance required by the Corporation.* Fire and extended coverage insurance is required on properties owned by the Corporation in the full amount of the depreciated replacement value on all insurable improvements, as shown by appraisals of the property, except where a percentage of the insurance on the main or principal building covers other miscellaneous insurable improvements, such as smaller buildings, etc., in an amount sufficient for the protection of the Corporation.

When the Corporation is holding insurance on properties securing liens or sold by the Corporation on Sales Contract, whether such insurance has been furnished by or for the home owner, or ordered by the Corporation, the Corporation in its best interest requires the renewal or replacement of insurance in amounts and kinds of coverage equal to that which is held by the Corporation, except that in all States and Territories but Florida, Texas and Puerto Rico, extended coverage is required in an amount equal to the fire requirement: *And provided*, That the General Manager may increase or decrease the amounts and kinds of coverage when the amounts and kinds of insurance coverage held by the Corporation for the account of the home owner:

(a) Are in excess of the amounts which the Corporation requires under the specific terms of a mortgage or lien instrument or sales contract;

(b) Are, in the opinion of the General Manager, in excess of the depreciated replacement value of the permanent insurable improvements;

(c) Cover hazards other than those hazards included in fire and extended coverage insurance;

(d) Cover items other than buildings and permanent insurable improvements on the property securing the Corporation loan or sold by the Corporation on contract;

(e) Are less than the amount or kinds of coverage requested by the home owner and such increase is not inconsistent with other provisions of this section;

(f) Are in excess of the amounts or kinds of coverage requested by the home owner and such decrease or termination does not result in less insurance coverage than the minimum amount and kinds of coverage acceptable to the Corporation;

(g) Are less than the minimum amount and kinds of coverage acceptable to the Corporation; and

(h) Are not necessary for the protection of the Corporation's investment and the General Manager has waived the amount or kinds of insurance coverage which are acceptable to the Corporation on any specific property in whole or in part.

§ 402.15-4 Acceptable insurance. Notwithstanding the provisions of § 402.15-3 the General Manager may accept insurance policies furnished by home owners on properties securing indebtedness to the Corporation or sold by the Corporation on Sales Contract when the following provisions are complied with:

(a) The insurance is written by an insurance company, association, or organization licensed to do business in a particular State or Territory, or specifically authorized by State law to transact business within the State or Territory where the property is located, and whose policy contract and forms are acceptable to the General Manager.

(b) The amount of fire insurance furnished for the account of the home owner is at least equal to the following:

(1) If the amount of the present indebtedness is more than the depreciated replacement value, full insurance to the depreciated replacement value shall be maintained on all buildings valued at \$200 or over.

(2) If the amount of the present indebtedness is more than the depreciated replacement value of the main dwelling but less than the depreciated replacement value of all insurable improvements, insurance in the amount of 100% shall be maintained on the main dwelling and, in addition, sufficient insurance shall be maintained on the remaining buildings in an amount necessary to bring the total amount of insurance to the present indebtedness.

(3) If the amount of the present indebtedness is equal to or less than the depreciated replacement value of the main dwelling, insurance shall be maintained on the main dwelling in an amount equal to the present indebtedness. If the other buildings or improvements are essential economically as a means of liquidating the loan or sales account and produce a reasonable portion or all of the home owners' income,

either as a rental property or commercial interest of the home owner, then, upon the recommendation of the Insurance Section, the General Manager, in his discretion, also may require on the said other buildings such amounts of insurance as circumstances warrant.

(c) The amount of windstorm or other insurance is not less than that specified in § 402.15-5 as acceptable for the locality in which the insured property is located.

(d) Co-insurance or similar clauses, when applicable, are complied with and the amount of insurance necessary to avoid penalty is furnished.

(e) If extended coverage is submitted by the home owner, all insurance coverage is made concurrent.

§ 402.15-5 Windstorm and other insurance. Windstorm or other necessary coverage is acceptable in certain states and territories as follows:

(a) *Group I.* On the main buildings and on other buildings and improvements in an amount equal to the fire insurance required to be carried on such buildings by the provision of the Manual in the following States:

3—Arkansas.
11—Illinois (exception: Cook County Solid Masonry Construction—50% of fire requirement).
12—Indiana.
13—Iowa.
23—Missouri.
25—Nebraska.
32—North Dakota.
39—South Dakota.

(b) *Group II.* Up to one-half the depreciated replacement value of the main dwelling and, if fire insurance has been required on other buildings and improvements, then windstorm insurance shall likewise be furnished on these same other buildings and improvements in an amount equal to one-half of their respective depreciated replacement values:

1—Alabama.
7—Delaware.
8—Florida.
9—Georgia.
15—Kentucky.
16—Louisiana.
21—Minnesota.
22—Mississippi.
31—North Carolina.
38—South Carolina.
40—Tennessee.
41—Texas.
46—West Virginia.
49—District of Columbia.
51—Puerto Rico.

In States where the windstorm insurance to be carried on any one building is to be "at least one-half the amount of the replacement value", the insurance submitted is acceptable if the amount is at least equal to the loan, even though it is not equal to one-half the amount of the replacement value; but if windstorm insurance is written with a co-insurance or a similar clause applicable, the necessary amount of insurance to meet this requirement shall be carried so that there will be no penalty in event of loss.

(c) *Group III.* Up to one-third of the depreciated replacement value of the main dwelling and, if fire insurance has been required on other buildings and improvements, then windstorm insurance shall likewise be furnished in an amount equal to one-third the depreciated replacement value of all such other build-

ings and improvements having an individual value of \$600 or over.

20—Michigan (in the following counties):

Allegan.	Kent.
Barry.	Livingston.
Berrien.	Lapeer.
Branch.	Lenawee.
Calhoun.	McComb.
Cass.	Monroe.
Clinton.	Muskegon.
Eaton.	Oakland.
Genesee.	Ottawa.
Hillsdale.	St. Clair.
Ingham.	St. Joseph.
Ionia.	Shiawassee.
Jackson.	Van Buren.
Kalamazoo.	Washtenaw.

(d) *Group IV.* On the main building in an amount equal to one-half of the current loan balance or to the value of the main building, whichever is the smaller, in the following States:

33—Ohio. 47—Wisconsin.

(e) *Group V.* Windstorm insurance is acceptable but need not be furnished on improvements in the following States and Territories:

2—Arizona.	29—New Mexico.
4—California.	30—New York.
5—Colorado.	35—Oregon.
6—Connecticut.	36—Pennsylvania.
10—Idaho.	37—Rhode Island.
17—Maine.	42—Utah.
18—Maryland.	43—Vermont.
19—Massachusetts.	44—Virginia.
26—Nevada.	45—Washington.
27—New Hampshire.	48—Wyoming.
28—New Jersey.	52—Alaska.

(f) *Group VI.* Waiver of Fallen Building Clause. The Waiver of Fallen Building Clause shall be included in all policies on dwellings in the following States:

4—California. 26—Nevada.
10—Idaho. 42—Utah.

(g) *Group VII.* Extended coverage insurance. "Extended coverage" shall be furnished on the main buildings and on other buildings and improvements in an amount equal to the fire insurance carried on such buildings by the provision of this chapter in the following States:

14—Kansas. 34—Oklahoma.
24—Montana.

§ 402.15-6 Extended coverage. Windstorm insurance need not be furnished if extended coverage is included under the fire policy and such coverage complies with the apportionment clause. Extended coverage may be ordered when requested by the home owner and may be accepted when furnished by or for the home owner.

§ 402.15-14 Insurance ordered by Corporation on security properties. All insurance contracts protecting the loan or property sold by the Corporation on Sales Contract shall be reviewed, immediately upon a cancellation, demand for payment of premium due to the insured's failure to make such payment, notification of lapse or voidance of any insurance policies, and/or fifteen days after the expiration date. If replacement or renewal insurance has not been fur-

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nished by or for the home owner or where the home owner has furnished less insurance than is acceptable to the Corporation, insurance shall be ordered from the carrier under contract in the kinds and amounts required by the Corporation, unless otherwise directed by the General Manager. Such insurance shall be ordered upon the special forms furnished by the Corporation's insurer under contract and shall be effective as of the termination of the insurance to be replaced.

§ 402.15-36a. *Losses occurring after expiration and prior to audit.* In the event there is a loss subsequent to expiration of insurance held by the Corporation but prior to the receipt of the new insurance from the home owner or the placement of an order through the insurer under contract, the basis of adjustment of any loss where the insurer under contract is liable will be in accordance with the amount and kind of insurance expired but not renewed.

(Secs. 4 (a) and 4 (k), 48 Stat. 129, 132, 643, 647; 12 U. S. C. and Sup. 1463, Reorg. Plan No. 3 of 1947, 12 F. R. 4981; Administrative Procedure Act, 60 Stat. 237)

[SEAL]

J. FRANCIS MOORE,
Secretary.

[F. R. Doc. 48-8787; Filed, Oct. 1, 1948;
8:49 a. m.]

Chapter VIII—Office of Housing Expediter

PART 825—RENT REGULATIONS UNDER THE HOUSING AND RENT ACT OF 1947, AS AMENDED

In accordance with Executive Order 9930 which authorizes and directs the publication of the 1949 edition of the Code of Federal Regulations, the rent regulations of the Office of the Housing Expediter are hereby republished in codified form. This republication of the regulations contains no substantive revisions and is merely to conform to Federal Register requirements that all regulations which will be in effect on December 31, 1948, shall be codified in accordance with Federal Register rules.

This republication includes all amendments to the Rent Regulations which became effective after July 1, 1947, and prior to September 25, 1948.

Sections 1-12 of the Controlled Housing Rent Regulation have been redesignated §§ 825.1 to 825.12.

Sections 1-12 of the Controlled Housing Rent Regulation for New York City Defense-Rental Area have been redesignated §§ 825.21 to 825.32.

Sections 1-12 of the Controlled Housing Rent Regulation for Miami Defense-Rental Area have been redesignated §§ 825.41 to 825.52.

Sections 1-12 of the Controlled Housing Rent Regulation for Atlantic County Defense-Rental Area have been redesignated §§ 825.61 to 825.72.

Sections 1-12 of the Rent Regulation for Controlled Rooms in Rooming Houses

and Other Establishments have been redesignated §§ 825.81 to 825.92.

Sections 1-12 of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments in the New York City Defense-Rental Area have been redesignated §§ 825.101 to 825.112.

Sections 1-12 of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments in the Miami Defense-Rental Area have been redesignated §§ 825.121 to 825.132.

SUBPART A—CONTROLLED HOUSING

CONTROLLED HOUSING RENT REGULATION

Sec.	
825.1	Definitions and scope of §§ 825.1 to 825.12, inclusive.
825.2	Prohibition against higher than maximum rents.
825.3	Minimum space, services, furniture, furnishings, and equipment.
825.4	Maximum rents.
825.5	Adjustments and other determinations.
825.6	Inspection.
825.7	Registration.
825.8	Evasion.
825.9	Enforcement.
825.10	Procedure.
825.12	Adoption of orders.

CONTROLLED HOUSING RENT REGULATION FOR NEW YORK CITY DEFENSE-RENTAL AREA

825.21	Definitions and scope of §§ 825.21 to 825.32, inclusive.
825.22	Prohibition against higher than maximum rents.
825.23	Minimum space, services, furniture, furnishings, and equipment.
825.24	Maximum rents.
825.25	Adjustments and other determinations.
825.26	Inspection.
825.27	Registration.
825.28	Evasion.
825.29	Enforcement.
825.30	Procedure.
825.32	Adoption of orders.

CONTROLLED HOUSING RENT REGULATION FOR MIAMI DEFENSE-RENTAL AREA

825.41	Definitions and scope of §§ 825.41 to 825.52, inclusive.
825.42	Prohibition against higher than maximum rents.
825.43	Minimum space, services, furniture, furnishings, and equipment.
825.44	Maximum rents in effect on June 30, 1947.
825.45	Adjustments and other determinations.
825.46	Inspection.
825.47	Registration.
825.48	Evasion.
825.49	Enforcement.
825.50	Procedure.
825.52	Adoption of orders.

CONTROLLED HOUSING RENT REGULATION FOR ATLANTIC COUNTY DEFENSE-RENTAL AREA

825.61	Definitions and scope of §§ 825.61 to 825.72, inclusive.
825.62	Prohibition against higher than maximum rents.
825.63	Minimum space, services, furniture, furnishings, and equipment.
825.64	Maximum rents.
825.65	Adjustments and other determinations.
825.66	Inspection.
825.67	Registration.
825.68	Evasion.
825.69	Enforcement.
825.70	Procedure.
825.72	Adoption of orders.

SUBPART B—CONTROLLED ROOMS IN ROOMING HOUSES AND OTHER ESTABLISHMENTS

RENT REGULATION FOR CONTROLLED ROOMS IN ROOMING HOUSES AND OTHER ESTABLISHMENTS

Sec.	
825.81	Definitions and scope of §§ 825.81 to 825.92, inclusive.
825.82	Prohibition.
825.83	Minimum space, services, furniture, furnishings, and equipment.
825.84	Maximum rents.
825.85	Adjustments and other determinations.
825.86	Inspection.
825.87	Registration and records.
825.88	Evasion.
825.89	Enforcement.
825.90	Procedure.
825.92	Adoption of orders.

RENT REGULATION FOR CONTROLLED ROOMS IN ROOMING HOUSES AND OTHER ESTABLISHMENTS IN THE NEW YORK CITY DEFENSE-RENTAL AREA

825.101	Definitions and scope of §§ 825.101 to 825.112, inclusive.
825.102	Prohibition.
825.103	Minimum space, services, furniture, furnishings, and equipment.
825.104	Maximum rents.
825.105	Adjustments and other determinations.
825.106	Inspection.
825.107	Registration and records.
825.108	Evasion.
825.109	Enforcement.
825.110	Procedure.
825.112	Adoption of orders.

RENT REGULATION FOR CONTROLLED ROOMS IN ROOMING HOUSES AND OTHER ESTABLISHMENTS IN MIAMI DEFENSE-RENTAL AREA

825.121	Definitions and scope of §§ 825.121 to 825.132, inclusive.
825.122	Prohibition.
825.123	Minimum space, services, furniture, furnishings, and equipment.
825.124	Maximum rents.
825.125	Adjustments and other determinations.
825.126	Inspection.
825.127	Registration and records.
825.128	Evasion.
825.129	Enforcement.
825.130	Procedure.
825.132	Adoption of orders.

Appendix—Interpretations.

AUTHORITY: §§ 825.1 to 825.132 issued under Pub. Laws 129, 422 and 464, 80th Cong.

SUBPART A—CONTROLLED HOUSING

CONTROLLED HOUSING RENT REGULATION

§ 825.1 *Definitions and scope of §§ 825.1 to 825.12.* "Act" means the Housing and Rent Act of 1947, as amended.

"Expediter" means the Housing Expediter or the Rent Director or such other person or persons as the Expediter may appoint or designate to carry out any of the duties delegated to him by the act.

"Rent Director" means the person designated by the Expediter as director of the defense-rental area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Expediter.

"Local Advisory Board" means a board created in a defense-rental area, or a part thereof, the members of which are appointed by the Housing Expediter upon recommendations made by the Governor or as otherwise required by section 204 (e) of the Housing and Rent Act of 1947, as amended.

"Area rent office" means the office of the Rent Director in the defense-rental area.

"Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

"Housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

"Controlled housing accommodations" means any housing accommodation in any defense-rental area which is not specifically exempted from control or decontrolled under §§ 825.1 to 825.12, inclusive.

"Services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, and removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

"Landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

"Tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

"Rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for or in connection with the use or occupancy of housing accommodations or the transfer of a lease of such accommodations.

"Hotel" means any establishment which is commonly known as a hotel in the community in which it is located and which provides customary hotel services.

"Motor court" means an establishment renting rooms, cottages or cabins; supplying parking or storage facilities for motor vehicles in connection with such renting and other services and facilities customarily supplied by such establishments; and commonly known as a motor, auto or tourist court in the community.

"Tourist home" means a rooming house which caters primarily to transient guests and is known as a tourist home in the community.

"Rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel or motor court in which a furnished room or rooms not constituting an apartment are rented on a short term basis of daily, weekly or monthly occupancy to more than two paying tenants, not members of the landlord's immediate family. The term includes boarding houses, dormitories, trailers not a part of a motor

court, residence clubs and all other establishments of a similar nature, including tourist homes.

"Maximum rent date" means the maximum rent date applicable in any particular defense-rental area as established under the authority of the Emergency Price Control Act of 1942, as amended, as set forth in Schedule A.

"Date determining maximum rent" means the date as of which a maximum rent was determined for any particular housing accommodation in accordance with the Emergency Price Control Act of 1942, as amended, and the regulations issued thereunder, or under § 825.4 (b), (c), or (e), whichever is applicable.

"Effective date of regulation" means the effective date of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, for each defense-rental area, or portion thereof, as indicated in Schedule A, except where the context indicates clearly to the contrary.

(a) *Housing and defense-rental areas to which §§ 825.1 to 825.12, inclusive, apply.* Sections 825.1 to 825.12, inclusive, (except the provisions contained in Schedule B) apply to all housing accommodations within each of the defense-rental areas and each of the portions of a defense-rental area (each of which is referred to hereinafter in §§ 825.1 to 825.12, inclusive, as the "defense-rental area"), which are listed in Schedule A except as provided in paragraph (b) of this section.

In Schedule A, the "maximum rent date" and the "effective date of regulation," as established under the rent regulation, issued pursuant to the Emergency Price Control Act of 1942, as amended, is given for each defense-rental area listed. More than one effective date is given for different portions of a defense-rental area where the same effective date is not applicable to the entire defense-rental area.

In Schedule B are set forth provisions which modify or supplement §§ 825.1 to 825.12, inclusive, insofar as they are applicable to certain individual defense-rental areas, or portions thereof.

(b) *Decontrolled and exempted housing to which §§ 825.1 to 825.12, inclusive, do not apply.*—(1) *Exempted housing.* Sections 825.1 to 825.12, inclusive, do not apply to the following:

(i) *Farming tenants.* Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon.

(ii) *Service employees.* Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part or all of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part.

(iii) *Accommodations subject to the Rent Regulation for Controlled Rooms in Rooming Houses and other Establishments.* Rooms or other housing accommodations subject to the provisions of Subpart B.

(iv) *Structures subject to underlying leases.* (a) Entire structures or premises wherein more than 25 rooms are

rented or offered for rent by any lessee, sublessee or other tenant of such entire structure or premises, except as provided in (c) of this subdivision (iv).

(b) Entire structures or premises where 25 or less rooms are rented or offered for rent by any lessee, sublessee, or other tenant of such entire structures or premises: *Provided*, That all of the housing accommodations in such structures or premises are exempt or decontrolled under the provisions of this section and are not subject to the provisions of Subpart B.

(c) Sections 825.1 to 825.12, inclusive, do apply to an underlying lease of any entire structure or premises which was entered into after the maximum rent date and prior to the effective date of the regulation while such lease remains in force with no power in the tenant to cancel or otherwise terminate the lease, unless all of the housing accommodations in such structure are exempt or decontrolled under the provisions of this section and are not subject to the provisions of Subpart B.

(v) *Rented to National Housing Agency.* Housing accommodations rented to the United States acting by the National Housing Agency: *Provided, however*, That §§ 825.1 to 825.12, inclusive, do apply to a sublease or other subrenting of such accommodations or any part thereof.

(vi) *Resort housing.*—(a) *Summer resort housing.* Housing accommodations located in a resort community and customarily rented or occupied on a seasonal basis prior to October 1, 1945, which were not rented during any portion of the period beginning on November 1, 1943, and ending on February 29, 1944.

This exemption shall be effective only from June 1 to September 30, inclusive, and shall not apply to housing accommodations in the Los Angeles Defense-Rental Area and in the Santa Cruz Defense-Rental Area.

(b) *Winter resort housing.* Housing accommodations located in a resort community and customarily rented or occupied on a seasonal basis prior to the effective date of regulation in the area, which were not rented during any portion of the period beginning on June 1, 1946, and ending on September 30, 1946: *Provided, however*, That the Area Rent Director may by order extend the above exemption to housing accommodations otherwise qualified which were rented or offered for rent for a period of not in excess of two weeks during the above period.

This exemption shall be effective only from October 1 to May 31.

(2) *Decontrolled housing to which §§ 825.1 to 825.12, inclusive, do not apply.* Sections 825.1 to 825.12 do not apply to the following:

(i) *Accommodations in hotels, motor courts, trailers and trailer spaces, and tourist homes.* (a) Housing accommodations in a hotel (see definition of hotel in this section) which on June 30, 1947, were occupied by persons to whom were provided customary hotel services such as maid service, furnishing and laundering of linen, telephone and secretarial or desk service, use and upkeep

of furniture and fixtures, and bellboy services (not necessarily all the types of services named need be provided in all cases, as long as enough are provided to constitute customary hotel services usually supplied in establishments commonly known as hotels in the community where they are located); (b) housing accommodations in establishments which were motor courts on June 30, 1947; (c) housing accommodations located in trailers and ground space rented for trailers; and (d) housing accommodations in any tourist home serving transient guests exclusively on June 30, 1947.

Reporting requirements. Every landlord of housing accommodations referred to in (a) and (d) of this subdivision (i) who has not filed an application for decontrol prior to April 1, 1948, shall on or before June 1, 1948, file in the area rent office a report of decontrol of such accommodations on a form provided by the Expediter.

(ii) **Accommodations created by new construction or conversion.** (a) Housing accommodations the construction of which was completed on or after February 1, 1947, or which are additional housing accommodations created by conversion on or after February 1, 1947: *Provided, however,* That maximum rents established under the Veterans' Emergency Housing Act for priority constructed housing accommodations completed on or after February 1, 1947, shall continue in full force and effect if such accommodations are being rented to veterans of World War II or their immediate families who, on June 30, 1947, either (1) occupied such housing accommodations, or (2) had a right to occupy such housing accommodations at any time on or after July 1, 1947, under any agreement whether written or oral; (b) housing accommodations the construction of which was completed on or after February 1, 1945, and prior to February 1, 1947, and which between the date of completion and June 30, 1947, both dates inclusive, at no time were rented (other than to members of the immediate family of the landlord) as housing accommodations.

For the purposes of this subdivision (ii) the time at which construction of housing accommodations shall be deemed to be "completed" shall be the date on which the dwelling is first suitable for occupancy and all utility and service connections have been made, except for the installation of such items and the completion of such decoration work as, in accordance with the custom of the community, are left for installation by, or to the choice of, the purchaser or the tenant; and the word "conversion" means (1) a change in a structure from a non-housing to a housing use or (2) a structural change in a residential unit or units involving substantial alterations, or remodeling and resulting in the creation of additional housing accommodations.

(iii) **Accommodations not rented for two-year period.** Housing accommodations which for any successive 24-month period during the period February 1, 1945, to March 30, 1948, both dates inclusive, were not rented (other than to members of the immediate family of the landlord) as housing accommodations.

(iv) **Non-housekeeping furnished accommodations.** Non-housekeeping furnished housing accommodations, located within a single dwelling unit not used as a rooming or boarding house, but only if no more than two paying tenants, not members of the landlord's immediate family live in such dwelling unit, and the remaining portion of such dwelling unit is occupied by the landlord or his immediate family. (See definition of rooming house in this section.)

(v) **Leased accommodations.** (a) Except as hereinafter provided in this subdivision (v), housing accommodations concerning which a landlord and a tenant on or before December 31, 1947, voluntarily entered into a valid written lease in good faith and such lease took effect on or after July 2, 1947, but before January 1, 1948, and such lease by its terms expires on or after December 31, 1948, and provided for a rent not in excess of 15 percent above the maximum rent in effect prior to the effective date of such lease and a true and duly executed copy of such lease was filed with the Housing Expediter within 15 days after the date of execution thereof.

(b) Except as hereinafter provided in this subdivision (v), housing accommodations concerning which a landlord and tenant (including landlords and tenants who have executed leases in accordance with (a) of this subdivision (v) and including any new tenant) on or before December 31, 1948, voluntarily enter into a valid written lease in good faith for a rent not in excess of 15 percent over the maximum rent which in the absence of a lease would be in effect with respect thereto on March 30, 1948, plus or minus the amount of any adjustment under § 825.5, and such lease takes effect on or after April 1, 1948, and expires on or after December 31, 1949, and a true and duly executed copy of such lease is filed with the Expediter within 15 days after the date of execution of such lease.

Exceptions to (a) and (b) of this subdivision (v). All housing accommodations referred to in (a) of this subdivision (v) shall be subject to §§ 825.1 to 825.12, inclusive, unless the lease provided for the same living space, services, furniture, furnishings and equipment with the housing accommodations as were required to be provided by §§ 825.1 to 825.12, inclusive, prior to the effective date of the lease.

All housing accommodations referred to in (b) of this subdivision (v) shall be subject to §§ 825.1 to 825.12, inclusive, unless the lease provides for the same living space, services, furniture, furnishings, and equipment with the housing accommodations which in the absence of a lease would be required to be provided by §§ 825.1 to 825.12, inclusive, on March 30, 1948, plus or minus such living space, services, furniture, furnishings and equipment as have thereafter been added or removed and for which increase or decrease an order adjusting the maximum rent has been issued by the Expediter.

All housing accommodations referred to in (a) and (b) of this subdivision (v) shall be subject to §§ 825.1 to 825.12, inclusive, if the lease is terminated or expires on or after April 1, 1948 and before

March 31, 1949, unless a subsequent lease entered into under the provisions of (b) of this subdivision (v) is in force.

Reporting requirements. A landlord shall file Form D-92—Registration of Lease—in triplicate with the true and duly executed copy of the lease required to be filed in (b) of this subdivision (v).

A landlord shall file a report in the Area Rent Office on a form provided by the Expediter, of any termination of a lease referred to in (a) or (b) of this subdivision (v) prior to the expiration date of the lease. Such report shall be filed within fifteen days after such termination or fifteen days after April 1, 1948, whichever is later.

(c) **Effect of §§ 825.1 to 825.12, inclusive, on leases and other rental agreements.** The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with §§ 825.1 to 825.12, inclusive.

(d) **Waiver of benefit void.** An agreement by the tenant to waive the benefit of any provision of §§ 825.1 to 825.12, inclusive, is void. A tenant shall not be entitled by reason of §§ 825.1 to 825.12, inclusive, to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of §§ 825.1 to 825.12, inclusive.

§ 825.2 **Prohibition against higher than maximum rents.**—(a) **General prohibition.** Regardless of any contract, agreement, lease, or other obligation heretofore or hereafter entered into, no person shall offer, demand or receive any rent for or in connection with the use or occupancy on and after the effective date of §§ 825.1 to 825.12, inclusive, of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by §§ 825.1 to 825.12, inclusive; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. A reduction in the services, furniture, furnishings, or equipment required under § 825.3 shall constitute an acceptance of rent higher than the maximum rent. Lower rents than those provided by §§ 825.1 to 825.12, inclusive, may be demanded or received.

(b) **Lease with option to buy.** Where a lease of housing accommodations was entered into prior to the effective date of regulation (or prior to October 20, 1942, where the effective date of regulation is prior to that date) and the tenant as a part of such lease or in connection therewith was granted an option to buy the housing accommodations which were the subject of the lease, with the further provision that some or all of the payments made under the lease should be credited toward the purchase price in the event such option is exercised, the landlord, notwithstanding any other provision of §§ 825.1 to 825.12, inclusive, may be authorized to receive payment made by the tenant in accordance with the provisions of such lease and in excess of the maximum rent for such housing accommodations. Such authority may be secured only by a written request of the tenant to the area rent office and shall be granted by order of the Expediter if he finds that such payments

in excess of the maximum rent will not be inconsistent with the purposes of the Act or §§ 825.1 to 825.12, inclusive, and would not be likely to result in the circumvention or evasion thereof. After entry of such order the landlord shall be authorized to demand, receive and retain and the tenant shall be authorized to offer payments provided by the lease in excess of the maximum rent for periods commencing on or after the effective date of §§ 825.1 to 825.12, inclusive. After entry of such order, the provisions of the lease may be enforced in accordance with law, notwithstanding any other provision of §§ 825.1 to 825.12, inclusive. Nothing in this paragraph shall be construed to authorize the landlord to demand, or receive or the tenant to offer payments in excess of the maximum rent in the absence of an order of the Expediter as herein provided. Where a lease of housing accommodations has been entered into on or after the effective date of regulation (or on or after October 20, 1942, where the effective date of regulation is prior to that date), and the tenant as a part of such lease or in connection therewith has been granted an option to buy the housing accommodations which are the subject of the lease, the landlord, prior to the exercise by the tenant of the option to buy, shall not demand or receive nor shall the tenant offer payments in excess of the maximum rent, whether or not such lease allocates some portion or portions of the periodic payments therein provided as payment on or for the option to buy.

(c) *Security deposits*—(1) *General prohibition.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand, receive or retain a security deposit for or in connection with the use or occupancy of housing accommodations within the Defense-Rental Area except as provided in this paragraph (c). The term "security deposit", in addition to its customary meaning, includes any prepayment of rent except payment in advance of the next periodic installment of rent for a period no longer than one month but shall not include rent voluntarily prepaid subsequent to possession by a tenant under a written lease for his own convenience.

(2) *Maximum rent established under section 4 (a) or (b) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (a) or (b), no security deposit shall be demanded, received, or retained except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement in effect on the date determining the maximum rent established under said section 4 (a) or (b).

(3) *Maximum rent established under section 4 (c) or (d) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodation is or initially was established under said section 4 (c)

or (d), no security deposit shall be demanded, received, or retained except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement under which the accommodations were first rented or in any order heretofore or hereafter entered. Where such lease or other rental agreement provided for a security deposit, the Expediter at any time, on his own initiative or on application of the tenant, may order a decrease in the amount of such deposit or may order its elimination.

(4) *Maximum rent established under section 4 (e) or 4 (j) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (e) or 4 (j), no security deposit shall be demanded or received.

(5) *Maximum rent established under section 4 (f) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (f), no security deposit shall be demanded, received, or retained.

(6) *Maximum rent established under section 4 (g) or 4 (h) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (g) or 4 (h), no security deposit shall be demanded or received, except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement in effect on September 1, 1944. Where such accommodations were or are first rented after September 1, 1944, no security deposit shall be demanded, received, or retained.

(7) *Deposits to secure the return of certain movable articles.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may petition for an order authorizing the demand and receipt of a deposit to secure the return of movable articles. If the landlord shows that he has a special need therefor, the Expediter may enter an order authorizing a security deposit, not in excess of ten dollars, to secure the return of the movable articles specified in the order.

(8) *Deposits on certain leased furnished accommodations.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may demand, receive and retain as a security deposit, the rent for the last rental period of the term, not exceeding one month, where a newly constructed housing accommodation is, or was, rented and occupied for the first time after March 25, 1947, fully furnished, under a written lease, or where such newly constructed housing accommodation was rented and occupied for the first time on or prior to March 25, 1947, fully furnished, under a written lease, and was constructed with a prior-

ity rating or under specific authorization by the United States or any agency thereof for which the rent was approved by the United States or any agency thereof and the entire project covered by the single priority application of which the housing accommodation was a part was not completed until after March 25, 1947.

(9) *Deposits based on prior rental practices.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may demand, receive, and retain, in the case of any rental agreement entered into on or after April 1, 1948, a security deposit, if said deposit does not exceed the rent for one month in addition to the otherwise authorized collection of rent in advance, if the demand, collection or retention of such a security deposit was an accepted rental practice, prior to January 30, 1942, in the area in which the premises are located, or was customarily required before that date by the same landlord in the renting of the particular housing accommodations involved, and if the tenant is allowed, under the terms of the rental agreement, to occupy the premises for the period covered by the security deposit without further payment of rent. Each area rent director shall determine the rental practice or practices, prior to January 30, 1942, with reference to such security deposits in the particular area or any portion thereof.

§ 825.3 *Minimum space, services, furniture, furnishings, and equipment.* Except as set forth in § 825.4 (e) or § 825.5 (b) or as otherwise provided in this section, every landlord, shall, as a minimum, provide with housing accommodations the same living space, services, furniture, furnishings, and equipment as he was required to provide by §§ 825.1 to 825.12, inclusive, on March 31, 1948.

Where the maximum rent is determined under § 825.4 (b) (1), the landlord shall, as a minimum, provide with the housing accommodations the same living space, services, furniture, furnishings, and equipment as he was required to provide by §§ 825.1 to 825.12, inclusive, prior to the effective date of the lease.

Where the maximum rent is determined under § 825.4 (b) (2), the landlord shall, as a minimum, provide with the housing accommodations the same living space, services, furniture, furnishings, and equipment as he would be required to provide by §§ 825.1 to 825.12, inclusive, in the absence of a lease on March 30, 1948, plus or minus such living space, services, furniture, furnishings, and equipment as have thereafter been added or removed and for which increase or decrease an order adjusting the maximum rent has been issued by the Expediter.

§ 825.4 *Maximum rents*—(a) *Maximum rents in effect on June 30, 1947.* The maximum rent for any housing accommodation under §§ 825.1 to 825.12, inclusive, (unless and until changed by the Expediter as provided in § 825.5) shall be the maximum rent which was in effect on June 30, 1947, as established under the Emergency Price Control Act of 1942, as amended, and the applicable rent regulation issued thereunder, except as otherwise provided in this section.

(b) *Maximum rent on termination of lease.* (1) For housing accommodations concerning which a lease as described in § 825.1 (b) (2) (v) (a) was in effect, but is terminated on or after April 1, 1948, but before March 31, 1949, the maximum rent shall be the rent provided by the lease or the maximum rent which would have been in effect for said accommodations on March 30, 1948, in the absence of such lease, whichever is higher.

(2) For housing accommodations concerning which a lease as described in § 825.1 (b) (2) (v) (b) was in effect and is terminated before March 31, 1949, the maximum rent shall be the rent provided by the lease.

(c) *First rent after June 30, 1947* (see also paragraph (e) of this section). For controlled housing accommodations first rented on or after July 1, 1947, the maximum rent shall be the first rent for such accommodations. Within 30 days after so renting, the landlord shall register the accommodations as provided in § 825.7. The Expediter may order a decrease in the maximum rent as provided in §§ 825.5 (c) (1) and (6).

If the landlord fails to file a proper registration statement within the time specified, the rent received for any rental period commencing on or after the date of the first renting shall be received, subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order under § 825.5 (c) (1) or (6). Such amount shall be refunded to the tenant within 30 days after the date of the issuance of the order unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). If the Expediter finds that the landlord was not at fault in failing to file a proper registration statement within the time specified, the order under § 825.5 (c) may relieve the landlord of the duty to refund. The landlord shall have the duty to refund only if the order under § 825.5 (c) is issued in a proceeding commenced by the Expediter within 3 months after the date of filing of such registration statement.

(d) *Housing subject to rent schedule of War or Navy Department.* Where housing accommodations on June 30, 1947 are rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments for which the rent is fixed by the national rent schedule of the War and Navy Departments, and on or after July 1, 1947, the rents on such housing accommodations cease to be governed by the national rent schedule of the War or Navy Departments, the maximum rents shall be those which would have been applicable under the appropriate subsection of section 4 of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, or shall be established under paragraph (c) of this section.

(e) *Increase or decrease in space on or after April 1, 1948.* Where housing accommodations are changed on or after April 1, 1948, by a substantial increase or decrease in dwelling space, the maximum rent for the housing accommodations resulting from such change shall be the first rent charged after such

change: *Provided, however,* That the Expediter at any time may order a decrease in the maximum rent as provided in §§ 825.5 (c) (1) and (6): *And provided further,* That the rent received for any rental period commencing on or after the date of the first renting shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order under § 825.5 (c) (1) or (6). Such amount shall be refunded within 30 days after the date of the issuance of the order unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). The order entered by the Expediter shall fix the maximum rent retroactively to the date of first renting after such change. The landlord shall, within 30 days after renting said accommodations, file a proper registration statement in the area office in accordance with the provisions of § 825.7. The landlord shall have the duty to refund only if the order under this section is issued in a proceeding commenced by the Expediter within 3 months after the date of filing of such registration statement.

§ 825.5 *Adjustments and other determinations.* This section sets forth specific standards for the adjustment of maximum rents. In applying these standards and entering orders increasing or decreasing maximum rents, the Expediter shall give full consideration to the correction of inequities in maximum rents and the purposes and provisions of the Housing and Rent Act of 1947, as amended.

In the circumstances enumerated in this section, the Expediter may issue an order changing the maximum rents otherwise allowable or the minimum space, services, furniture, furnishings or equipment required, except in cases where an order increasing or decreasing the maximum rent on the same facts and grounds was entered under the rent regulations issued pursuant to the Emergency Price Control Act of 1942, as amended.

In making adjustments under this section, recommendations of local advisory boards shall be approved within 30 days if appropriately substantiated and in accordance with applicable law and regulations. If any recommendation cannot be acted upon within 30 days the board shall be notified in writing of the reasons therefor.

In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, an increase or decrease in the number of subtenants or other occupants, or a deterioration, the adjustment in the maximum rent shall be the amount the Expediter finds would have been on the maximum rent date, the difference in the rental value of the housing accommodations by reason of such change: *Provided, however,* That no adjustment shall be ordered where it appears that the rent on the date determining the maximum rent was fixed in contemplation of and so as to reflect such change.

In all other cases except those under paragraphs (a) (7), (12), (13), (14), (15), (c) (6) and (8) of this section, the adjustment shall be on the basis of the

rent which the Expediter finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date: *Provided,* That in cases under paragraphs (a) (6) and (c) (5) of this section, the adjustment may be on the basis of the rental agreement in force on the date determining the maximum rent: *Provided further,* That in cases under paragraphs (a) (3), (c) (1) and (3) of this section involving an increase or decrease in living space, the adjustment shall be either the amount the Expediter finds would have been on the maximum rent date the difference in the rental value of the housing accommodations by reason of such change or on the basis of the rent which the Expediter finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date, whichever is higher: *And provided, further,* That in cases under paragraph (1) of this section the adjustment shall be in the amount necessary to correct the error.

In cases involving construction, appropriate allowance shall be made for general increases in costs of construction in the defense-rental area since 1939.

In cases under paragraphs (a) (7), (14), and (c) (6) of this section, the adjustment shall be on the basis of the rents which the Expediter finds were generally prevailing in the defense-rental area for comparable housing accommodations during the year ending on the maximum rent date.

In cases under paragraph (a) (3) of this section appropriate allowance shall be made for general increases in costs of services, furniture, furnishings, or equipment in the defense-rental area since the maximum rent date.

In cases under paragraph (a) (12) of this section, the adjustment in the maximum rent shall be in the amount necessary to relieve the substantial hardship.

In cases under paragraph (c) (8) of this section, the adjustment in the maximum rent shall be in the amount the Expediter finds warranted by the modification or elimination of the necessity for the increase in the maximum rent granted under paragraph (a) (12) of this section: *Provided,* That no decrease shall be ordered in an amount greater than the adjustment ordered under paragraph (a) (12) of this section.

In cases under paragraph (a) (13) of this section the adjustment shall be in the amount of the difference between the rent on the date determining the maximum rent and the rent agreed upon by the landlord and tenant as a result of a continuous process of bargaining on inter-related matters.

In cases under paragraph (a) (15) of this section the adjustment shall be the amount of the rent increase granted by the appropriate agency of the United States.

In cases under paragraph (a) (16) of this section, the adjustment shall be in the amount necessary to relieve the controlled rental units of their share of the operating loss.

In all cases under paragraph (a) of this section the adjustment in the maximum rent shall be effective as of the date of the filing of the landlord's petition.

(a) *Grounds for increase of maximum rent.* Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable only on the grounds that:

(1) *Major capital improvement after effective date.* There has been on or after the effective date of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement, and maintenance.

(2) *Change prior to maximum rent date.* There was, on or prior to the maximum rent date, a substantial change in the housing accommodations by a major capital improvement, as distinguished from ordinary repair, replacement, and maintenance or a substantial increase in the services, furniture, furnishings, or equipment, and the rent on the maximum rent date was fixed by a lease or other rental agreement which was in force at the time of such change or increase.

(3) *Substantial increase in space, services, furniture, furnishings or equipment.* There has been a substantial increase in the services, furniture, furnishings, or equipment provided with the housing accommodations since the date or order determining its maximum rent or a substantial increase in the living space since June 30, 1947 but before April 1, 1948. No increase in the maximum rent shall be ordered on the ground set forth in this paragraph (a) (3) unless the increase in living space, services, furniture, furnishings or equipment occurred with the consent of the tenant or while the accommodations were vacant: *Provided*, That an adjustment may be ordered, although the tenant refuses to consent to the increase in living space, services, furniture, furnishings or equipment, if the Expediter finds that such increase (i) is reasonably required for the operation of a multiple dwelling structure or other structure of which the accommodations are a part or (ii) is necessary for the preservation or maintenance of the accommodations.

(4) [Revoked.]

(5) [Revoked.]

(6) *Varying rents.* The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a higher rent at other periods during the term of such lease or agreement.

(7) *Seasonal rents.* The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand, or seasonal variations in the rent, for such housing accommodations. In such cases the Expediter's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(8) *Substantial increase in occupancy.*

(i) There has been, since the date determining the maximum rent a substantial increase in the number of subtenants or other persons occupying the accommodations or a part thereof under a rental agreement with the tenant.

(ii) There has been, since the date determining the maximum rent a substantial increase in the number of occupants, in excess of normal occupancy for that class of accommodations on the maximum rent date.

(iii) There has been, since the date determining the maximum rent an increase in the number of occupants over the number contemplated by the rental agreement on the date determining the maximum rent, where the landlord on that date had a regular and definite practice of fixing different rents for the accommodations for different numbers of occupants.

(9) [Revoked.]

(10) *Priority rating granted on September 1941 application form of Office of Production Management.* The maximum rent for the housing accommodations was originally established under section 4 (f) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, the application for priority rating for the construction of the housing accommodations was filed on the September 1941 form in use by the Office of Production Management prior to the revision of this form on December 15, 1941, the landlord did not make, prior to the maximum rent date, or, if the accommodations were not rented on that date, prior to the first renting of the accommodations after that date, a written request to the appropriate agency of the United States to approve a higher rent than the rent initially approved because of increased costs of construction, and the maximum rent for the accommodation is substantially lower than the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, giving due consideration to general increases in cost of construction, if any, in the defense-rental area since the maximum rent date.

This paragraph (a) (10) shall apply only to housing accommodations which were first rented prior to March 29, 1944.

(11) *Inequitable rents.* The rent on the date determining the maximum rent was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

(12) *Substantial hardship from increase in operating expenses.* The landlord is suffering a substantial hardship because his present net income for the property is less than his average annual net income for a prior base period due to an unavoidable increase in operating expenses. A petition for adjustment under this section must be filed on Form D-58 or D-58A, whichever is appropriate, provided by the Expediter, in accordance with instructions contained therein.

In proper cases increase in payroll and property taxes in effect on the date of the filing of the petition may be considered by the Expediter in determining whether substantial hardship exists.

For the purposes of this paragraph (a) (12), the term:

(i) "Property" includes one or more structures operated as a single unit or enterprise.

(ii) "Present net income" means the amount determined by subtracting the operating expenses for the current year from the present annual income.

(iii) "Operating expenses" means all property taxes and other operating costs, including depreciation, but excluding interest, necessary to the operation and maintenance of the property properly chargeable and allocated to the current year, or base period, as the case may be.

(iv) "Current year" means: (a) the most recent calendar or fiscal year used by the landlord; or (b) any 12 consecutive months ending not more than 90 days prior to the date of the filing of the petition; *Provided, however*, That if an allowance is requested for increase in payroll or property taxes not fully reflected in the "current year" as defined above, at least one calendar month must have passed between the end of the current year and the beginning of the month in which the petition is filed.

(v) "Present annual income" means the legal monthly rent for all units in the premises, both residential and commercial, on the date the petition is filed, multiplied by 12, together with any other income earned from the operation of the property during the current year. In any case where an uncontrolled rental unit is vacant, or is occupied in whole or in part rent free on such date, the full rental value shall be considered the legal rent. In any case where a unit was rented on a seasonal or varying rental basis during the year ending on the date the petition was filed, the average monthly rental during such year shall be considered the legal rent.

(vi) "Net income for the base period" means the amount determined by subtracting operating expenses for the base period from total income for the base period.

(vii) "Base period" means any period of two consecutive years prior to the current year but not beginning before January 1, 1939, which the Expediter finds to be representative of the property's normal operations: *Provided, however*, That where a representative period of two consecutive years is not available, the Expediter in his discretion may, for the purpose of this section, accept a representative period of not less than one year: *And provided further*, That where a previous adjustment was granted under this paragraph (a) (12) the base period shall be the current year used in obtaining that adjustment, except that the total income shall be appropriately adjusted in accordance with the previous adjustment.

(viii) "Total income for the base period" means total rental and other income earned from the property and the full rental value of any accommodations in the property occupied in whole or in part rent free.

In making adjustments under this paragraph (a) (12), the Expediter shall take into consideration any adjustments in maximum rents ordered after the date the petition is filed, as well as any leases which are in effect under section 204 (b) of the Housing and Rent Act of 1947, as amended.

No adjustment shall be granted under this paragraph (a) (12) with respect to

housing accommodations regularly rented to employees of the landlord (so-called company housing).

In any case where a petition for adjustment under this paragraph (a) (12) was pending on June 30, 1948, the landlord may elect to have the petition processed under this section as it read prior to its amendment on July 10, 1948.

(13) *Rented to an employee of landlord.* The housing accommodations were rented to an employee of the landlord both on the date determining the maximum rent and at the time the order under this paragraph (a) (13) is issued, and after the date determining the maximum rent but prior to the effective date of regulation the landlord and tenant agreed, as the result of a continuous process of bargaining on interrelated matters, upon a wage increase and a rent increase, and the wage increase agreed upon has been put into effect.

(14) *Changes from year round to seasonal renting.* The accommodations are located in a resort community, are primarily adapted to occupancy on a seasonal basis, are vacant and the establishment of seasonal variations in the rent would not, in the opinion of the area rent director, be inconsistent with the purposes of the act.

(15) *Approval of higher rents for priority constructed housing.* The maximum rent was established under section 4 (f) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended, and prior to final completion of all units included in a single priority application, but subsequent to the first renting of said accommodations, the landlord made a written request to the appropriate agency of the United States to approve a higher rent than the rent initially approved because of increased costs of construction, and a higher rent was approved by such agency.

(16) *Landlord operating at a loss.* The landlord is operating at a loss. A landlord shall be considered to be operating at a loss if his operating expenses for the premises for the current year exceed his total annual income for such premises. A petition for adjustment under this section must be filed on form D-99, provided by the Expediter, and in accordance with instructions contained therein.

For the purposes of this paragraph (a) (16), the term:

(i) "Operating expenses" includes all property taxes and other operating costs, including depreciation (but excluding interest) necessary to the operation and maintenance of the premises properly chargeable and allocated to the "current year."

(ii) "Total annual income" means "present annual scheduled rental income" plus any other income earned from the operation of the premises during the current year.

(iii) "Present annual scheduled rental income" means the legal monthly rent for all units in the premises, both residential and commercial, on the date the petition is filed, multiplied by 12. In any case where an uncontrolled rental unit is vacant, or is occupied in whole or in part rent free on such date, the full rental

value shall be considered the legal rent, and in any case where a unit was rented on a seasonal or varying rental basis during the year, ending on the date the petition was filed, the average monthly rent during such year shall be considered the legal rent.

(iv) "Current year" means any 12 consecutive months ending not more than 90 days prior to the date of the filing of the petition: *Provided, however,* That such current year must extend at least 6 months beyond the last date of the "current year" used in a previous petition on which an adjustment was granted due to operating loss.

(v) "Depreciation" means any one of the following:

The amount shown on the landlord's income-tax return to the United States Bureau of Internal Revenue for the year including the maximum rent date; or,

Two and one-half percent of the value at which the building was assessed for tax purposes on the maximum rent date; or if it was not in existence on the maximum rent date, two and one-half percent of the first assessed value of the building; or,

The amount derived by multiplying the present annual scheduled rental income by the appropriate percentage as follows:

	Percent
For one or two-unit structures.....	21
For three or four-unit structures.....	18
For five or more unit structures.....	11

In making adjustments under this section the Expediter shall take into consideration any adjustments in maximum rents after the date the petition is filed, as well as any leases which are in effect under section 204 (b) of the Housing and Rent Act of 1947, as amended.

No adjustment shall be granted under this section with respect to housing accommodations regularly rented to employees of the landlord (so-called company housing).

(b) *Decreases in minimum services, furniture, furnishings, equipment, and space.*

(1) *Requirements for Petition and Order, or Report.* The landlord shall, until the accommodations become vacant, maintain the minimum services, furniture, furnishings, and equipment as required under § 825.3, unless and until he has filed a petition to decrease the services, furniture, furnishings, or equipment and an order permitting a decrease has been entered thereon. When the accommodations become vacant, the landlord may on renting to a new tenant decrease the services, furniture, furnishings, or equipment below the minimum; within 10 days after so renting the landlord shall file a written report with the area rent director showing such decrease.

(2) *Adjustment in maximum rent for decreases on or after April 1, 1948.* The order on any petition under this paragraph (b) may require an appropriate adjustment in the maximum rent; and any maximum rent for which a report is required by this paragraph (b) may be decreased in accordance with the provisions of paragraph (c) (3) of this section.

If the landlord fails to file the report required by this paragraph (b) within

the time specified, or decreases the services, furniture, furnishings, or equipment without an order authorizing such decrease where such order is required, the rent received by the landlord for any rental period commencing on or after such decrease or April 1, 1948, whichever is the later, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order decreasing the maximum rent on account of such decrease in services, furniture, furnishings, or equipment. Such amount shall be refunded to the tenant within 30 days after the date of issuance of the order unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). If the Expediter finds that the landlord was not at fault in failing to comply with this paragraph (b), the order may relieve the landlord of the duty to refund.

(3) *Adjustment in maximum rent for decreases prior to April 1, 1948.* Where a landlord decreased living space, services, furniture, furnishings, or equipment before April 1, 1948, while the accommodations were occupied, or decreased the living space, services, furniture, furnishings, or equipment during such period while the accommodations were vacant, and failed or fails to file a petition or a written report as was required by the provisions of this paragraph (b) prior to April 1, 1948, the rent received by the landlord for any rental period commencing on or after such decrease or July 1, 1947, whichever is later shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order decreasing the maximum rent on account of such decrease in living space, services, furniture, furnishings, or equipment. Such amount shall be refunded to the tenant within 30 days after the date of issuance of the order, unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). If the Expediter finds that the landlord was not at fault in failing to comply with the provisions of this paragraph (b) in effect prior to April 1, 1948, the order may relieve the landlord of the duty to refund.

(c) *Grounds for decrease of maximum rent.* The Expediter at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable only on the grounds that:

(1) *Rent higher than rents generally prevailing.* The maximum rent for housing accommodations established under paragraph (c), (d), (e), (g), or (j) of section 4 of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, or under § 825.4 (c) or (e) is higher than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

Where the maximum rent for said housing accommodations was originally established under paragraph (c), (d), (e), or (j) of section 4 of the Rent Regu-

lation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, and the landlord failed, due to his fault, to file a timely proper registration statement, the rent received for any rental period commencing on or after July 1, 1947 shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order under this section. Such amount shall be refunded to the tenant within 30 days after the date of the issuance of the order, unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). The landlord shall have the duty to refund only if the order under this section is issued in a proceeding commenced by the Expediter within 3 months after the date of filing of such registration statement.

(2) *Substantial deterioration.* There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) *Decreases in space, services, furniture, furnishings or equipment.* There has been a decrease in the minimum services, furniture, furnishings or equipment required by § 825.3 since the date or order determining the maximum rent or a substantial decrease in the living space since June 30, 1947 but before April 1, 1948.

(4) *Special relationship between landlord and tenant or peculiar circumstances.* The rent on the date determining the maximum rent was materially affected by the blood, personal, or other special relationship between the landlord and tenant, or by peculiar circumstances and as a result was substantially higher than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

(5) *Varying rents.* The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a lower rent at other periods during the term of such lease or agreement.

(6) *Seasonal rent.* The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand or seasonal variations in the rent, for such housing accommodations. In such cases the Expediter's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(7) *Substantial decrease in occupancy.* There has been a substantial decrease in the number of subtenants or other occupants since an order under paragraph (a) (8) of this section or section 5 (a) (8) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended.

(8) *Modification or elimination of necessity for increase under paragraph (a) (12) of this section, or section 5 (a) (12) of the Rent Regulation for Housing.* There has been a modification or elimination of the necessity for the increase in the maximum rent granted under paragraph (a) (12) of this section or section 5 (a) (12) of the Rent Regulation

for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, since the order issued under either of said paragraphs.

(d) *Orders where facts are in dispute, in doubt, or not known.* If the maximum rent, or any other fact necessary to the determination of the maximum rent, or the living space, services, furniture, furnishings or equipment required to be provided with the accommodations, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Expediter at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact, or determining the living space, services, furniture, furnishings, and equipment required to be provided with the accommodations which order shall be effective to establish the maximum rent from July 1, 1947 or the date of first renting after July 1, 1947, whichever is applicable. If the Expediter is unable to ascertain such fact, or facts, he shall enter the order on the basis of the rent which he finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date and, where appropriate, may determine the living space, services, furniture, furnishings and equipment included in such rent.

(e) *Sale of underlying lease or other rental agreement.* Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Expediter for leave to exercise any right he would have except for §§ 825.1 to 825.12, inclusive, to sell his underlying lease or other rental agreement. The Expediter may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result in the circumvention or evasion of the act or §§ 825.1 to 825.12, inclusive. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

(f) *Interim orders.* Where a petition is filed by a landlord on one of the grounds set out in paragraph (a) of this section or a proceeding is initiated by the Expediter under paragraph (d), the Expediter may enter an interim order increasing or fixing the maximum rent until further order subject to refund by the landlord to the tenant of any amount received in excess of the maximum rent established by final order in such proceeding. The receipt by the landlord of any rent authorized by such interim order shall constitute an agreement by the landlord with the tenant to refund to the tenant any amount received in excess of the maximum rent established by final order. The landlord shall make such refund either by repayment in cash or where the tenant remains in occupancy after the effective date of the final order, by deduction from the next installment of rent, or both.

(g) *Adjustments in case of options to buy.* No adjustment in the maximum rent shall be ordered on the ground that the landlord has, as a part of or in connection with a lease of housing accommodations, granted the tenant an option

to buy the accommodations which are the subject of the lease. Where a lease of housing accommodations was in force on the date determining the maximum rent, and the landlord had on that date, as a part of or in connection with such lease, granted the tenant an option to buy the accommodations which are the subject of the lease, the Expediter may, on or after the termination of such lease, on his own initiative or on application of the tenant, enter an order fixing the maximum rent on the basis of the rent which the Expediter finds was generally prevailing in the defense-rental area for comparable housing accommodations not subject to an option to buy on the maximum rent date.

(h) *Public housing.* Where the maximum rent for any housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State, or any of its political subdivisions, and owned by any of the foregoing, is below the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, the owner of such accommodations may with the consent of the Expediter increase the maximum rent to such generally prevailing rent by re-registering such accommodations at such generally prevailing rent.

For the purpose of this section, any corporation formed under the laws of a State shall not be considered an agency of the United States.

(i) *Adjustment to correct determinations of maximum rent.* The Expediter at any time on petition of the landlord or on his own initiative may enter an order adjusting the maximum rent where the maximum rent in effect on June 30, 1947, was established by an order issued under the rent regulations issued pursuant to the Emergency Price Control Act of 1942, as amended, and such order was based upon an erroneous determination of fact or law.

§ 825.6 *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations and any tenant shall permit such inspection of the accommodations by the Housing Expediter as he may, from time to time, require.

§ 825.7 *Registration.*—(a) *Registration statement.* Every landlord of controlled housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor, to be known as a registration statement, unless a registration statement was heretofore filed in accordance with the provisions of section 7 of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended. For housing accommodations rented prior to June 1, 1947, such registration statement shall be filed on or before July 10, 1947. For housing accommodations first rented on or after June 1, 1947, such registration statement shall be filed on or before July 30, 1947, or within 30 days after first renting, whichever is later. The statement shall identify each dwelling unit and specify the maximum rent provided

by §§ 825.1 to 825.12, inclusive, for such dwelling unit and shall contain such other information as the Expediter shall require. The original shall remain on file with the Expediter and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement and shall obtain the tenant's signature and the date thereof, on the back of such statement.

When the maximum rent is changed by order of the Expediter, the landlord shall deliver his stamped copy of the registration statement to the area rent office for appropriate action reflecting such change.

Where, since the filing of the registration statement for any controlled housing accommodations, there has been a change in the identity of the landlord, by transfer of title or otherwise, the new landlord shall file a notice of such change on a form provided for that purpose, to be known as a notice of change in identity within 15 days after the change or July 1, 1947, whichever is later. If the new landlord indicates on the notice of change in identity that he has not obtained the landlord's copy of the original registration statement, the Expediter shall cause to be prepared and delivered to him a true copy of said original, which may be used to satisfy all requirements of this paragraph (a).

Any notice, order or other process or paper directed to the person named on the registration statement as the landlord at the address given thereon, or, where a notice of change in identity has been filed, to the person named as landlord and at the address given in the most recent such notice, shall, under the circumstances prescribed in Revised Rent Procedural Regulation 1 (Part 840 of this chapter) constitute notice to the person who is then the landlord.

The provisions of this section shall be applicable to any housing accommodation whose maximum rent was determined under section 4 (g) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, on its sale by the owning agency, and within thirty days after the sale of such accommodations the new landlord shall file a registration statement as provided in subsection (a) of this section: *Provided, however*, That if the housing accommodations are sold to the United States or a State of the United States or any of its political subdivisions, or any agency of the foregoing, paragraph (c) of this section shall continue to be applicable.

(b) *Receipt for amount paid.* No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

(c) *Exceptions from registration requirements—(1) Housing owned and constructed by governmental agencies.* The provisions of this section shall not apply to housing accommodations whose maximum rent was originally determined under section 4 (g) of the Rent Regulation for Housing, issued pursuant

to the Emergency Price Control Act of 1942, as amended. The owner of such housing accommodations shall file a schedule or schedules, setting out the maximum rents for all such accommodations in the defense-rental area and containing such other information as the Expediter shall require. A copy of such schedule or schedules shall be posted by the owner in a place where it will be available for inspection by the tenants of such housing accommodations.

(2) *Housing subject to rent schedule of War or Navy Department.* The provisions of this section shall not apply to housing accommodations rented to either Army or Navy personnel, including any civilian employees of the War and Navy Departments, for which the rent is fixed by the national rent schedule of the War or Navy Department.

(d) *Housing in Puerto Rico Defense-Rental Area.* The provisions of paragraph (d) of this section shall be substituted for the provisions of paragraph (a) of this section for housing accommodations in the Puerto Rico defense-rental area.

Every landlord of housing accommodations rented or offered for rent shall file in the area rent office a form provided by the area rent office for this purpose, unless a form was heretofore filed in accordance with the provisions of section 7 (d) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended. For housing accommodations rented prior to June 1, 1947, such form shall be filed on or before July 10, 1947. For housing accommodations first rented on or after June 1, 1947, such form shall be filed on or before July 30, 1947, or within 30 days after first renting, whichever is later. The form shall identify each dwelling unit and shall specify the maximum rent provided by §§ 825.1 to 825.12, inclusive, for such dwelling unit and shall contain such other information as the Expediter shall require.

(1) *Notice of maximum rent.* The landlord shall prepare the form known as "Notice of Maximum Rent", if the maximum rent for the dwelling unit was originally determined under paragraph (a) of section 4 of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended. The landlord shall prepare the notice in duplicate and shall send one copy to the tenant and one copy to the area rent office.

(2) *Registration statement.* The landlord shall prepare the form known as "Registration Statement" if the maximum rent for the dwelling unit originally was, or is, determined otherwise than indicated in subparagraph (1) of this paragraph. The landlord shall prepare the registration statement in triplicate and shall send the three copies to the area rent office. The Expediter shall retain one copy on file and he shall cause one copy to be delivered to the tenant and one copy stamped to indicate that it is a correct copy of the original, to be returned to the landlord.

(3) *Change of landlord.* Where, since the filing of the notice of maxi-

mum rent or the registration statement for any controlled housing accommodations, there has been a change in the identity of the landlord, by transfer of title or otherwise, the new landlord shall file a notice of such change on a form provided for that purpose, to be known as a notice of change in identity, within fifteen days after the change or July 1, 1947, whichever is later. If the new landlord indicates on the notice of change in identity that he has not obtained the landlord's copy of the original registration statement, the Expediter shall cause to be prepared and delivered to him, a true copy of said original, which may be used to satisfy all the requirements of this paragraph.

Any notice, order or other process or paper directed to the person named on the registration statement or on the notice of maximum rent as the landlord at the address given thereon, or, where a notice of change in identity has been filed, to the person named as landlord and at the address given in the most recent such notice, shall, under the circumstances prescribed in Revised Rent Procedural Regulation 1 (Part 840 of this chapter), constitute notice to the person who is then the landlord.

§ 825.8 *Evasion—(a) General.* The maximum rents and other requirements provided in §§ 825.1 to 825.12, inclusive, shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase or by modification of the practices relating to payment of commissions or other charges or by modification of the services furnished with housing accommodations, or by tying agreement, or otherwise.

(b) *Purchase of property as condition of renting.* Specifically, but without limitation on the foregoing, no person shall require a tenant or prospective tenant to purchase or agree to purchase furniture or any other property as a condition of renting housing accommodations unless the prior written consent of the Expediter is obtained.

§ 825.9 *Enforcement.* Persons violating any provision of §§ 825.1 to 825.12, inclusive, are subject to civil enforcement actions and suits for treble damages as provided by the act.

§ 825.10 *Procedure.* All registration statements, reports and notices provided for by §§ 825.1 to 825.12, inclusive, shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Revised Rent Procedural Regulation 1 (Part 840 of this chapter).

§ 825.12 *Adoption of orders.* All orders issued pursuant to section 2 (c), 2 (d) (3) and 2 (d) (7) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, which were in effect on June 30, 1947, shall be deemed to continue in effect under §§ 825.1 to 825.12, inclusive, unless and until revoked or modified by the Expediter.

SCHEDULE A—DEFENSE-RENTAL AREAS

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for controlled housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(1) [Revoked]					
(1a) [Revoked]					
(1b) Anniston	Alabama	Calhoun and Cleburne	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(2) Birmingham	Alabama	Jefferson	Apr. 1, 1941	June 1, 1942	July 15, 1942
(2a) Talladega	Alabama	St. Clair, Shelby, and Talladega	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(3) Dothan-Ozark	Alabama	Dale and Houston	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(4) Gadsden	Alabama	Coffee	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(5) [Revoked]					
(6) Lanett	Alabama	Etowah	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(7) Mobile	Alabama	Chambers	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(8) Montgomery	Alabama	Mobile	Apr. 1, 1941	June 1, 1942	July 15, 1942
(9) Muscle Shoals-Huntsville	Alabama	Elmore and Montgomery	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(9a) Opelika	Alabama	Macon	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(10) Selma	Alabama	Colbert, Lauderdale, Limestone, Madison and Morgan	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(10a) Troy, Ala.	Alabama	Lee	Mar. 1, 1945	Feb. 1, 1946	Mar. 15, 1946
(10b) Tuscaloosa	Alabama	Dallas	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(11) [Revoked]					
(12) [Revoked]					
(13) Ft. Huachuca	Arizona	Pike	July 1, 1943	Feb. 1, 1945	Mar. 15, 1945
(14) Phoenix-Salt River Valley	Arizona	Tuscaloosa	Nov. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(15) Prescott-Flagstaff	Arizona	Cochise and in Santa Cruz County the portion within the corporate limits of the city of Nogales.	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(16) Tucson	Arizona	In Gila County, the portion bounded on the north, west, and south by Crook National Forest, and on the east by San Carlos Indian Reservation; and Maricopa County, except the portion lying west of the west line of Range 2 West, Gila and Salt River Meridian; lying north of the north line of Township 3, North, Gila and Salt River Base Line; and lying south of the south line of Township 2, South, Gila and Salt River Base Line.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(17) Yuma	Arizona	Cocconino and in Yavapai County, Townships 13 and 14 North, Range 2 West, Gila and Salt River Base and Meridian, including the city of Prescott.	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(18) [Revoked]					
(18a) Winslow	Arizona	That portion of the County of Mohave south of the Colorado River.	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(19) Blytheville	Arkansas	In Pima County, the portion lying east of the Papago Indian Reservation.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(19a) [Revoked and decontrolled]					
(19b) Camden, Ark.	Arkansas	In Yuma County, the portion lying west of the west line of Range 21 West, Gila and Salt River Meridian.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(20) El Dorado	Arkansas	In Navajo County Supervisorial Districts 1 and 2, except those portions lying within the Navajo Indian Reservation and the Sitgreaves National Forest.	July 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(20a) Fayetteville, Ark.	Arkansas	Mississippi	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(21) Fort Smith	Arkansas	Calhoun and Ouachita	Sept. 1, 1944	Nov. 1, 1944	Dec. 15, 1944
(22) [Revoked]					
(22a) Hot Springs	Arkansas	Dallas and Nevada	Sept. 1, 1944	May 1, 1945	June 15, 1945
(23) Little Rock	Arkansas	Union	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(23a) Malvern, Ark.	Arkansas	Benton	Mar. 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(24) Newport-Walnut Ridge	Arkansas	Washington	Mar. 1, 1945	Apr. 1, 1946	May 15, 1946
(25) Pine Bluff	Arkansas	Sebastian	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(26) [Revoked]					
(26a) Alameda County	California	Garland	Mar. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(27) [Revoked]					
(27a) Fresno	California	Lonoke and Pulaski	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(27b) [Revoked]					
(27c) Kern	California	Saline	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(28) Lassen County	California	Hot Spring	Mar. 1, 1942	Jan. 1, 1945	Feb. 15, 1945
(29) [Revoked]					
(30) Los Angeles	California	Craighead, Independence, Jackson, and Lawrence	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(31) Marysville-Chico	California	Randolph	Mar. 1, 1942	Feb. 1, 1943	Mar. 15, 1943
		Jefferson	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
		Northern District of Arkansas County, consisting of the Townships of Gum Pond, Henton, Keaton, McFall, Mill Bayou, and Morris; and the Southern District of Prairie County, consisting of the Townships of Belcher, Center, Hazen, Lower Surrounded Hill, Roe Roe, Tyler, and Watensaw.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(32) [Revoked]					
(33) Modesto-Merced	California	Alameda	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
		Fresno	Jan. 1, 1944	June 1, 1944	July 15, 1944
		Kern	Dec. 1, 1943	May 1, 1945	June 15, 1945
		In Lassen County, the portion consisting of Township 29 North Range 12 East, Township 29 North, Range 11 East, Township 30 North Range 12 East, Township 30 North Range 11 East, Mt. Diablo Base and Meridian.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(34) [Revoked]					
(35) Los Angeles	California	Orange County and Los Angeles County except Catalina Township.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(36) Marysville-Chico	California	Sutter and Yuba except that portion of Yuba described as follows: All North and East of a line beginning at a point on the line between Nevada County and Yuba County where said line is intersected by the south line of Township seventeen (17) North, Range six (6) East MDB&M and running thence west along said Township line to the southwest corner of said Township; then north along the west line of Townships seventeen (17) and eighteen (18) North, Range six (6) East to the point where said line intersects the line between Butte County and Yuba County.	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
		Butte except that portion described as follows: All North and East of a line beginning at a point in the boundary line between Yuba and Butte Counties, California, between T 18 N, R 5 E and T 18 N, R 6 E, thence north in Butte County along the east lines of T 18 N, R 5 E, T 19 N, R 5 E and T 20 N, R 5 E to N E Corner of T 20 N, R 5 E; thence west along north line of T 20 N, R 5 E to S E corner of T 21 N, R 4 E; thence north along east lines of T 21 N, R 4 E, T 22 N, R 4 E and T 23 N, R 4 E to the N E corner of T 23 N, R 4 E; thence west along the north lines of T 23 N, R 4 E, T 23 N, R 3 E and T 23 N, R 2 E to the boundary line between Butte and Tehama Counties, California.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(37) [Revoked]					
(38) Modesto-Merced	California	Merced and Stanislaus	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943

See footnotes at end of table.

RULES AND REGULATIONS

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for controlled housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(33a) Monterey Bay	California	Monterey County and in Santa Cruz County the Township of Watsonville.	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(33b) Placer-Nevada	California	In Nevada County, the Townships of Bloomfield, Bridgeport, Grass Valley, Little York, Nevada, and Rough and Ready, and in Placer County, Townships 1, 3, 9, 10, 13, and 14.	Jan. 1, 1944	Oct. 1, 1945	Nov. 15, 1945
(34) Richmond-Vallejo	California	Contra Costa, Napa, and Solano.	Jan. 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(35) Riverside	California	In Riverside County, that portion lying west of Range 12 East, San Bernardino Base Line and Meridian.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(35a) Sacramento	California	Sacramento, San Joaquin, and Yolo.	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(35b) San Benito	California	San Benito.	Oct. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(36) San Bernardino	California	San Bernardino.	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(37) San Diego	California	In San Diego County, the portion lying west of San Bernardino Meridian.	Jan. 1, 1941	June 1, 1942	Jul. 15, 1942
(38) San Francisco Bay	California	Marin, San Francisco, San Mateo, and Sonoma, except the Judicial Townships of Redwood and Sonoma (including the City of Sonoma).	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(39) San Luis Obispo	California	San Luis Obispo.	Jan. 1, 1941	July 1, 1942	Aug. 15, 1942
(39a) Santa Cruz	California	Santa Cruz County except the Township of Watsonville.	Jan. 1, 1944	Oct. 1, 1944	Nov. 15, 1944
(39b) Santa Barbara	California	In the County of Santa Barbara the Judicial Townships 1, 2, and 3.	Sept. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(39c) San Jose	California	Santa Clara.	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(40) Santa Maria	California	In the County of Santa Barbara Judicial Townships Nos. 4, 5, 6, 7, 9, and 10.	July 1, 1941	Dec. 1, 1942	Jan. 15, 1943
(40a) Ventura	California	Ventura.	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(41) Tulare-Kings	California	Kings and Tulare.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(41a) Boulder	Colorado	Boulder.	June 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(41b) Canon City	Colorado	Fremont.	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(42) Colorado Springs	Colorado	El Paso.	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(42a) Craig	Colorado	Moffat.	Oct. 1, 1944	Jan. 1, 1946	Feb. 15, 1946
(43) Denver	Colorado	Adams, Arapahoe, Denver, and Jefferson.	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(43a) Glenwood Springs	Colorado	Garfield.	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(43b) Fort Collins	Colorado	Larimer County, part consisting of Townships 4, 5, 6, 7, 8, 9, 10, 11, and 12 North, east of the range line between ranges 71 and 72 West.	Jan. 1, 1945	Feb. 1, 1946	Mar. 15, 1946
(44) [Revoked]					
(44a) Grand Junction	Colorado	Mesa.	July 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(44b) Greeley	Colorado	Weld.	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(45) [Revoked]					
(46) Pueblo	Colorado	Otero and Pueblo.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(47) Bridgeport	Connecticut	In the County of Fairfield the Towns of Bridgeport, Easton, Fairfield, Shelton, Stratford, Trumbull, and Westport.	Apr. 1, 1941	June 1, 1942	July 15, 1942
	Connecticut	County of Fairfield other than the Towns of Bridgeport, Easton, Fairfield, Shelton, Stratford, Trumbull, and Westport.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(48) Hartford-New Britain	Connecticut	In the County of Hartford the Towns of Berlin, Bloomfield, Bristol, East Hartford, East Windsor, Farmington, Glastonbury, Hartford, Manchester, New Britain, Newington, Plainville, Rocky Hill, Southington, South Windsor, West Hartford, Wethersfield, Windsor, and Windsor Locks; in the County of Middlesex the Towns of Cromwell, Middlefield, Middletown, and Portland; in the County of New Haven the Towns of Meriden and Wallingford and in the County of Tolland the Town of Vernon.	Apr. 1, 1941	June 1, 1942	July 15, 1942
	Connecticut	County of Hartford other than the Towns of Berlin, Bloomfield, Bristol, East Hartford, East Windsor, Farmington, Glastonbury, Hartford, Manchester, New Britain, Newington, Plainville, Rocky Hill, Southington, South Windsor, West Hartford, Wethersfield, Windsor, and Windsor Locks; County of Middlesex other than the Towns of Cromwell, Middlefield, Middletown, and Portland; and the County of Tolland other than the Town of Vernon.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(49) New Haven	Connecticut	In the County of New Haven the Towns of Ansonia, Branford, Derby, East Haven, Guilford, Hamden, Madison, Millford, New Haven, North Branford, North Haven, Orange, Seymour, West Haven, and Woodbridge.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(50) New London	Connecticut	New London and Windham.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(51) Waterbury	Connecticut	In the County of Litchfield the Towns of Plymouth, Thomaston, and Watertown; and in the County of New Haven the Towns of Beacon Falls, Cheshire, Middlebury, Naugatuck, Prospect, Waterbury, and Wolcott.	Apr. 1, 1941	June 1, 1942	July 15, 1942
	Connecticut	County of Litchfield other than the Towns of Plymouth, Thomaston, and Watertown; and in the County of New Haven the Towns of Bethany, Oxford, and Southbury.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(52) [Revoked]					
(53) Delaware	Delaware	New Castle.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Delaware	Kent and Sussex.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(54) [Revoked]					
(54a) [Revoked and decontrolled]					
(55) Banana River	Florida	Brevard.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(55a) Fort Pierce	Florida	St. Lucie.	Mar. 1, 1943	Dec. 1, 1943	Jan. 1, 1944
(55b) [Revoked and decontrolled]					
(55c) Fort Lauderdale	Florida	Broward County except the City of Hollywood and the Town of Hallandale.	Aug. 1, 1944	Oct. 1, 1944	Nov. 30, 1944
(56) Gainesville	Florida	Alachua.	Jan. 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(57) Jacksonville	Florida	Duval.	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(58) Key West	Florida	Monroe.	Oct. 1, 1941	Oct. 1, 1942	Nov. 15, 1942
(59) Lake City	Florida	Columbia.	Mar. 1, 1942	May 1, 1943	June 15, 1943
(60) Marianna	Florida	Jackson.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(61) Orlando	Florida	Orange.	Oct. 1, 1941	Nov. 1, 1942	Dec. 16, 1942
(61a) [Revoked and decontrolled]					
(61b) Palm Beach County	Florida	In Palm Beach County, Precincts, 20, 21, 22, 23, 24, 25, 26, 28, and 30, including the Cities of Delray Beach and Lake Worth, and the Towns of Boca Raton, Boynton, Gulf Stream, Lantana, Manalapan, and Ocean Ridge.	Aug. 1, 1944	Oct. 1, 1944	Nov. 30, 1944
	Florida	The remainder of Palm Beach County.	Aug. 1, 1944	May 1, 1945	June 15, 1945
(62) Panama City	Florida	Bay County, except the portion bounded on the north by the line beginning at the western boundary of Bay County at the Northwest corner of Section 31, Township 2 South, Range 17 West, and running thence east along section lines to the water's edge of West Bay, bounded on the east and northeast by West Bay and Saint Andrews Bay, bounded on the south by the Gulf of Mexico, and bounded on the west by Walton County.	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
	Florida	Gulf.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(62a) [Revoked and decontrolled]					
(62b) Polk County	Florida	Polk.	Mar. 1, 1942	Sept. 1, 1946	Oct. 15, 1946

See footnotes at end of table.

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for controlled housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(63) Pensacola	Florida	Escambia	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	Florida	Okaloosa	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Florida	Santa Rosa	Mar. 1, 1942	May 1, 1943	June 15, 1943
	Florida	St. Johns	Mar. 1, 1943	June 1, 1944	July 15, 1944
(63a) St. Augustine					
(63b) [Revoked and decontrolled]					
(63c) [Revoked and decontrolled]					
(64) [Revoked]					
(64a) Sanford	Florida	Seminole	July 1, 1943	May 1, 1945	June 15, 1945
(64b) Starke	Florida	Bradford and Clay	Jan. 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(64c) St. Petersburg	Florida	Pinellas County, except the Islands lying immediately off the mainland which are known as the Gulf Beaches extending from Pass-A-Grille Beach northward to and including Clearwater Beach.	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(65) Tallahassee	Florida	Leon	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(66) Tampa	Florida	Hillsborough	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(66a) Daytona Beach	Florida	Volusia	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(66b) Vero Beach	Florida	Indian River	Jan. 1, 1944	May 1, 1945	June 15, 1945
(67) [Revoked]					
(67a) Americus	Georgia	Sumter	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(68) Albany, Ga.	Georgia	Dougherty	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(69) Athens	Georgia	Clarke	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(70) Atlanta	Georgia	Clayton, Cobb, De Kalb, and Fulton	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(71) Augusta, Ga.	Georgia	Richmond	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(72) Bainbridge-Cairo, Ga.	Georgia	Decatur and Grady	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(73) [Revoked]					
(74) Columbus, Ga.	Georgia	Muscogee	Jan. 1, 1941	June 1, 1942	July 15, 1942
	Alabama	In the County of Russell Election Precinct One, including the City of Phenix City.	Jan. 1, 1941	June 1, 1942	July 15, 1942
(74a) Dublin	Georgia	Laurens	July 1, 1943	June 1, 1944	July 15, 1944
(74b) Gainesville	Georgia	Hall	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(74c) Dalton	Georgia	Whitfield	July 1, 1945	Aug. 1, 1946	Aug. 15, 1946
(75) [Revoked and decontrolled]					
(75a) [Revoked and decontrolled]					
(75b) Griffin	Georgia	Spalding	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(76) Macon	Georgia	Bibb, Houston, and Peach	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(77) Moultrie	Georgia	Colquitt	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(77a) Rome	Georgia	Floyd	Mar. 1, 1944	May 1, 1945	June 15, 1945
(78) Savannah	Georgia	County of Chatham other than Tybee Island	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(78a) Thomasville	Georgia	Thomas County and those portions of the towns of Pavo and Barwick in Brooks County and that portion of the town of Melgs in Mitchell County.	Mar. 1, 1943	June 1, 1944	July 15, 1944
(78b) Tifton	Georgia	Tift	Mar. 1, 1945	May 1, 1946	June 15, 1946
(79) [Revoked]					
(79a) [Revoked and decontrolled]					
(80) [Revoked]					
(80a) Boise	Idaho	Ada and Elmore	Jan. 1, 1943	Jan. 1, 1944	Feb. 15, 1944
(80b) Blackfoot	Idaho	Bingham	Jan. 1, 1944	Apr. 1, 1945	May 15, 1945
(81) [Revoked]					
(81a) Idaho Falls	Idaho	Bonneville	Mar. 1, 1944	Apr. 1, 1945	May 15, 1945
(81b) Nampa-Caldwell	Idaho	Canyon	Jan. 1, 1944	Apr. 1, 1945	May 15, 1945
(82) Pocatello	Idaho	Bannock	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(82a) [Revoked]					
(82b) Bloomington	Illinois	McLean	Jan. 1, 1945	Jan. 1, 1946	Feb. 15, 1946
(82c) Centralia	Illinois	Marion County, and in Clinton County those parts of Centralia City and Wamac Village located therein, and in Washington County that part of Wamac Village located therein.	Oct. 1, 1945	Mar. 1, 1946	Apr. 15, 1946
(82d) Carmi	Illinois	White and that portion of Grayville City in Edwards County	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(83) Chicago	Illinois	Cook, Du Page, Kane, and Lake	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(83a) Clinton, Ill.	Illinois	De Witt	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(83b) Crab Orchard	Illinois	Jackson and Williamson	Mar. 1, 1942	Nov. 1, 1946	Dec. 15, 1946
(84) [Revoked]					
(85) Dixon	Illinois	Lee	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(85a) Freeport	Illinois	Stephenson	Mar. 1, 1944	June 1, 1945	July 15, 1945
(85b) Jacksonville, Ill.	Illinois	Morgan	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(86) Joliet	Illinois	Will	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(87) Kankakee	Illinois	Kankakee	Mar. 1, 1942	May 1, 1943	June 15, 1943
(87a) Kewanee	Illinois	Henry	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(88) La Salle County	Illinois	La Salle	Mar. 1, 1942	May 1, 1943	June 15, 1943
(88a) Macomb-Canton	Illinois	Fulton, McDonough, and Mason	Mar. 1, 1942	Feb. 1, 1945	Dec. 15, 1945
(88b) Peoria	Illinois	Peoria and Tazewell	Mar. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(88c) Mattoon	Illinois	Coles	Mar. 1, 1945	Apr. 1, 1946	May 15, 1946
(88d) Mount Vernon, Ill.	Illinois	Jefferson	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(89) Quad Cities	Illinois	Rock Island	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	Iowa	Scott	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(90) Quincy	Illinois	Adams	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Missouri	Marion	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(91) Champaign-Vermillion	Illinois	Champaign and Vermillion	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(91a) Galesburg	Illinois	Knox	July 1, 1943	May 1, 1944	June 15, 1944
(91b) Paxton	Illinois	Ford	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(92) Rockford	Illinois	Boone and Winnebago	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
	Illinois	De Kalb	Mar. 1, 1942	Sept. 1, 1943	Oct. 15, 1943
(93) Savanna-Clinton	Illinois	Carroll	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	Iowa	Clinton	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(94) Springfield-Decatur	Illinois	Christian, Logan, Macon, and Sangamon	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(94a) Woodstock	Illinois	McHenry	Oct. 1, 1943	Nov. 1, 1944	Dec. 15, 1944
(94b) Bloomington, Ind.	Indiana	Monroe	Sept. 1, 1943	Jan. 1, 1945	Feb. 15, 1945
(95) [Revoked]					
(95a) Auburn	Indiana	De Kalb and that part of Ashley Town located in Steuben County.	July 1, 1945	Oct. 1, 1946	Nov. 15, 1946
(96) [Revoked]					
(96a) Crawfordsville	Indiana	Montgomery	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(97) Columbus, Ind.	Indiana	Bartholomew, Johnson, Morgan, and Shelby	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	Indiana	Lawrence	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Indiana	Jackson	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(97a) Mt. Vernon, Ind.	Indiana	Posey	Oct. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(97b) Princeton, Ind.	Indiana	Gibson	Jan. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(98) Richmond-Connersville	Indiana	Fayette	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Indiana	Wayne	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(98a) Valparaiso	Indiana	Porter	July 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(99) [Revoked]					
(100) Evansville-Henderson	Indiana	Vanderburgh	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	Kentucky	Henderson	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(101) Fort Wayne	Indiana	Allen	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Indiana	Adams	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(101a) Frankfort, Ind.	Indiana	Clinton	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946

See footnotes at end of table.

RULES AND REGULATIONS

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for controlled housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(102) Gary-Hammond	Indiana	Lake	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(103) Indianapolis	Indiana	Marion	July 1, 1941	July 1, 1942	Aug. 15, 1942
(104) La Fayette	Indiana	Tippecanoe	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(104a) Logansport	Indiana	Cass	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(105) La Porte-Michigan City	Indiana	La Porte and Starke	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(105a) New Castle	Indiana	Henry	Oct. 1, 1943	Apr. 1, 1945	May 15, 1945
(106) Anderson	Indiana	Huntington and Wabash	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(107) [Revoked]	Indiana	Delaware, Grant, Howard, and Madison	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(108) South Bend	Indiana	St. Joseph and Elkhart	Apr. 1, 1941	June 1, 1942	July 15, 1942
(109) Terre Haute	Indiana	Parke and Vermillion	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(110) Vincennes	Illinois	Edgar	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(110a) Dubuque	Illinois	Vigo	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(110b) Ames-Marshalltown	Illinois	Daviess and Knox	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(111) [Revoked]	Illinois	Lawrence	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(111a) Iowa City	Iowa	Martin	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(112) Burlington	Iowa	Dubuque County, and in Delaware County, that part of Dyersville City located therein; in Jones County, that part of Cascade Town located therein; in Jackson County, that part of Zwingle Town located therein.	May 1, 1945	Apr. 1, 1946	May 15, 1946
(112a) Charles City	Iowa	The City of East Dubuque in Jo Daviess County	May 1, 1945	Apr. 1, 1946	May 15, 1946
(113) Cedar Rapids	Iowa	Marshall and Story	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(113a) Mason City	Iowa	Johnson	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(113b) Fort Dodge	Iowa	In the County of Des Moines the Townships of Augusta, Burlington, Concordia, Danville, Flint River, Tama, and Union; in the County of Henry the Townships of Baltimore, Center, Mount Pleasant, and New London; and in the County of Lee the Townships of Denmark, Green Bay, Madison, and Washington.	Jan. 1, 1941	June 1, 1942	July 15, 1942
(113c) Muscatine	Iowa	County of Des Moines other than the Townships of Augusta, Burlington, Concordia, Danville, Flint River, Tama, and Union; County of Henry other than the Townships of Baltimore, Center, Mount Pleasant, and New London; County of Lee other than the Townships of Denmark, Green Bay, Madison, and Washington.	Jan. 1, 1941	July 1, 1942	Aug. 15, 1942
(114) Des Moines	Iowa	Floyd	July 1, 1945	Oct. 1, 1946	Nov. 15, 1946
(114a) Ottumwa	Iowa	Linn	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(114b) Sioux City	Iowa	Cerro Gordo	Oct. 1, 1945	May 1, 1946	June 15, 1946
(114c) Fairfield	Iowa	Webster	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(114d) Waterloo	Iowa	Muscatine	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(114e) Butler-Cowley	Iowa	Polk	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(115) Baxter Springs	Kansas	Jasper	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(115a) [Revoked and decontrolled]	Kansas	Wapello	Mar. 1, 1942	Sept. 1, 1943	Oct. 15, 1943
(115b) [Revoked and decontrolled]	Kansas	Woodbury	July 1, 1943	June 1, 1944	July 15, 1944
(115c) Emporia	Kansas	Dakota	July 1, 1943	June 1, 1944	July 15, 1944
(115d) Chanute	Kansas	Jefferson	Jan. 1, 1944	Nov. 1, 1944	Dec. 15, 1944
(115e) Dodge City	Kansas	Black Hawk	May 1, 1945	Mar. 1, 1946	Apr. 15, 1946
(115f) Great Bend	Kansas	Butler, Cowley, and that portion of Geuda Springs located in Sumner County.	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(116) Hutchinson	Kansas	Cherokee and Crawford	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(117) Junction City-Manhattan	Kansas	Ottawa	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(118) Liberal	Kansas	Lyon	Mar. 1, 1945	May 1, 1946	June 15, 1946
(119) Parsons	Kansas	Neosho and Wilson	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(120a) Pratt	Kansas	Finney, Ford and Gray	Mar. 1, 1942	May 1, 1943	June 15, 1943
(120b) Salina	Kansas	Barton	Mar. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(120c) Stafford County	Kansas	Ellis and Russell	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(120d) Topeka-Lawrence	Kansas	Pawnee	Mar. 1, 1943	Nov. 1, 1944	Dec. 15, 1944
(120e) Wichita	Kansas	Reno	Mar. 1, 1942	May 1, 1943	June 15, 1943
(120f) Danville, Ky	Kentucky	Geary and Riley	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(120g) Bowling Green	Kentucky	Seward	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(120h) Harrodsburg	Kentucky	Labette	July 1, 1941	July 1, 1942	Aug. 15, 1942
(120i) Frankfort, Ky	Kentucky	Montgomery	July 1, 1941	Sept. 1, 1942	Oct. 15, 1942
(120j) Fort Knox	Kentucky	Pratt	Mar. 1, 1943	June 1, 1944	July 15, 1944
(120k) Lexington	Kentucky	Dickinson, McPherson, and Saline	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(120l) Louisville	Kentucky	Stafford	Jan. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(120m) Mayfield	Kentucky	Douglas, Franklin and Shawnee	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(120n) Madisonville	Kentucky	Sedgwick	July 1, 1941	June 1, 1942	July 15, 1942
(120o) [Revoked]	Kentucky	Boyle	Oct. 1, 1943	Dec. 1, 1943	Jan. 15, 1944
(120p) Owensboro	Kentucky	Warren	Mar. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(120q) Paducah	Kentucky	Mercer	Oct. 1, 1944	Mar. 1, 1946	Apr. 15, 1946
(120r) Richmond, Ky	Kentucky	Franklin, Scott, Woodford	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(120s) Somerset	Kentucky	Hardin and that portion of Meade County known as Garnettsville Precinct, adjacent to Fort Knox, Ky.	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(120t) Alexandria-Leesville	Louisiana	Clark and Fayette	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(120u) Baton Rouge	Louisiana	Jefferson	July 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(120v) Lafayette	Louisiana	Clark and Floyd	July 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(120w) Ferriday	Louisiana	Graves	May 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(120x) Hammond	Louisiana	Hopkins	Aug. 1, 1944	Jan. 1, 1946	Feb. 15, 1946
(120y) Jennings	Louisiana	Daviess	Mar. 1, 1943	June 1, 1944	July 15, 1944
(120z) Lake Charles	Louisiana	McCracken	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(121) Minden	Louisiana	Madison	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(122) Monroe-Bastrop, La	Louisiana	Pulaski	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(123) New Iberia	Louisiana	Parishes of Beauregard and Rapides	Jan. 1, 1941	July 1, 1942	Aug. 15, 1942
(124) New Orleans	Louisiana	Parishes of East Baton Rouge and West Baton Rouge	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(125) Shreveport	Louisiana	Lafayette Parish	Oct. 1, 1944	Mar. 1, 1946	Apr. 15, 1946
(126a) Ruston	Louisiana	Concordia Parish	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(126b) Augusta	Louisiana	Tangipahoa Parish	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(126c) Bangor	Maine	Jefferson Davis Parish	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(126d) Bath	Maine	Parish of Calcasieu	Mar. 1, 1942	Apr. 15, 1943	May 30, 1943
(126e) Eastport	Maine	Parish of Webster	July 1, 1941	July 1, 1942	Aug. 15, 1942
		Parishes of Morehouse, Ouachita, and Union	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
		Parishes of Iberia and Vermilion	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
		Parishes of Jefferson, Orleans and St. Bernard	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
		Parishes of Bossier and Caddo	July 1, 1943	Sept. 1, 1944	Oct. 15, 1944
		Lincoln Parish	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
		Kennebec	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
		Penobscot	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
		Lincoln and Sagadahoc	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
		In the County of Washington, the City of Eastport and the Towns of Lubec, Perry, Pembroke, and Robbinston.	Mar. 1, 1944	Dec. 1, 1944	Jan. 15, 1945

See footnotes at end of table.

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for controlled housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(137) Portland	Maine	Androscoggin and Cumberland	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1943
(138) Presque Isle	Maine	York	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(138a) Rockland	Maine	Aroostook	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(138b) Rumford	Maine	Knox	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(139) Baltimore	Maryland	Oxford	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(139a) Frederick	Maryland	City of Baltimore and the Counties of Anne Arundel, Baltimore, Carroll, Cecil, Harford, and Howard	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(139b) Cumberland	Maryland	Frederick	July 1, 1943	June 1, 1944	July 15, 1944
(139c) [Revoked]	Maryland	Allegany	Mar. 1, 1944	Apr. 1, 1945	May 15, 1945
(140) Hagerstown	Maryland	Washington	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(141) Indian Head-Patuxent River	Maryland	Charles	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(142) Montgomery-Prince Georges	Maryland	St. Marys and Calvert	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(143) Eastern Massachusetts	Massachusetts	Montgomery and Prince Georges	Jan. 1, 1941	July 1, 1942	Aug. 15, 1942
(144) Essex County, Mass.	Massachusetts	Barnstable, Bristol, Middlesex, Norfolk, Plymouth, and Suffolk	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(144a) Greenfield	Massachusetts	Essex	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(145) Pittsfield	Massachusetts	Franklin	Jan. 1, 1945	May 1, 1946	June 15, 1946
(146) Springfield, Mass.	Massachusetts	Berkshire	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(147) Worcester	Massachusetts	Hampden and Hampshire	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(148) [Revoked]	Massachusetts	Worcester	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(149) Detroit	Michigan	Macomb, Oakland, and Wayne	Apr. 1, 1941	June 1, 1942	July 15, 1942
(149a) Escanaba-Marquette	Michigan	Washtenaw	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(150) Grand Rapids-Muskegon	Michigan	Dickinson and Marquette	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(150a) [Revoked]	Michigan	Muskegon	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(150b) [Revoked]	Michigan	Kent	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(150c) Ironwood	Michigan	Gogebic	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(151) Jackson, Michigan	Michigan	Jackson	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(152) Kalamazoo-Battle Creek	Michigan	Lenawee	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(153) Lansing	Michigan	Calhoun	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(154) [Revoked]	Michigan	Kalamazoo	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(154a) Monroe, Michigan	Michigan	Clinton, Eaton, and Ingham	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(155) Niles	Michigan	Monroe	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(155a) Owosso	Michigan	Berrien	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(156) Port Huron	Michigan	Shiawassee	Mar. 1, 1943	June 1, 1944	July 15, 1944
(156a) [Revoked]	Michigan	St. Clair	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(157) Saginaw-Bay City	Michigan	Bay, Midland, and Saginaw	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(157a) [Revoked]	Minnesota	Crow Wing	Jan. 1, 1945	Feb. 1, 1946	Mar. 15, 1946
(158) Brainerd	Minnesota	Mower	May 1, 1945	Aug. 1, 1946	Aug. 15, 1946
(158b) Austin	Minnesota	Freeborn, Rice, Steele, Waseca, and that portion of Dennison Village in Goodhue County	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(158c) Albert Lea-Faribault	Minnesota	Other Tail and in Wilkin County the Village of Rothsay	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(158d) Duluth-Superior	Minnesota	Carlton and St. Louis	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(159) Mankato	Wisconsin	Douglas	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(159a) International Falls	Minnesota	Blue Earth County, and in Nicollet County, the City of North Mankato	Mar. 1, 1945	Feb. 1, 1946	Mar. 15, 1946
(159b) International Falls	Minnesota	In Koochiching County, all of Township 71, Range 23, including Ranier; all of Township 70, Range 24, including South International Falls; all of Township 71, Range 24, including International Falls	July 1, 1945	Mar. 1, 1946	Apr. 15, 1946
(159c) New Ulm	Minnesota	Brown	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(160) Minneapolis-St. Paul	Minnesota	Anoka, Dakota, Hennepin, Ramsey, and Washington	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(160a) Rochester	Minnesota	Olmsted	Mar. 1, 1944	Aug. 1, 1944	Sept. 15, 1944
(160b) St. Cloud	Minnesota	In Benton County the portions of St. Cloud City and Sartell Village located therein, and Sauk Rapids Village; in Sherburne County the portion of St. Cloud City located therein; in Stearns County the portions of St. Cloud City and Sartell Village located therein, and Waite Park Village	Jan. 1, 1945	Jan. 1, 1946	Feb. 15, 1946
(160c) Winona	Minnesota	Winona	July 1, 1945	Apr. 1, 1946	May 15, 1946
(161) [Revoked]	Mississippi	Harrison and Jackson	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(162) Biloxi-Pascagoula	Mississippi	Lincoln	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(163) Brookhaven	Mississippi	Adams, Amite, Pike, and Wilkinson	Mar. 1, 1942	May 1, 1943	June 15, 1943
(163a) Centerville	Mississippi	Marion	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(163b) Columbia, Miss.	Mississippi	Clay and Lee	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(164) Columbus, Miss.	Mississippi	Lowndes	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(165) Grenada	Mississippi	Grenada and Leflore	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(165a) Greenville, Miss.	Mississippi	Washington	July 1, 1943	Feb. 1, 1945	Mar. 15, 1945
(166) Hattiesburg	Mississippi	Forrest	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(167) Jackson, Miss.	Mississippi	Hinds, Madison, and Rankin	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(167a) Laurel	Mississippi	Jones	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(167b) [Revoked]	Mississippi	Lauderdale	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(168) Meridian	Mississippi	Warren	Dec. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(168a) Vicksburg, Miss.	Mississippi	Audrain and Boone	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(168b) Columbia	Missouri	Franklin	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(168c) Franklin County	Missouri	Cape Girardeau	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(168d) Cape Girardeau	Missouri	Livingston and Grundy	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(168e) Chillicothe, Mo.	Missouri	Jasper and Newton	July 1, 1941	July 1, 1942	Aug. 15, 1942
(169) Joplin-Neosho	Missouri	Cole	July 1, 1945	May 1, 1946	June 15, 1946
(169a) Jefferson City	Missouri	Clay, Jackson, and Platte	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(170) Kansas City	Kansas	Johnson, Leavenworth, and Wyandotte	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(170a) Kirksville	Missouri	Adair	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(170b) Monette-Aurora	Missouri	Barry and Lawrence	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(171) [Revoked]	Missouri	Laclede, Phelps, and Pulaski	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(172) Rolla-Waynesville	Missouri	Johnson and Pettis	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(173) Sedalia	Missouri	Greene	July 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(173a) Springfield, Mo.	Missouri	Buchanan	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(173b) St. Joseph	Missouri	City of St. Louis and the Counties of Jefferson, St. Charles, and St. Louis	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(174) St. Louis	Illinois	Madison, Monroe, and St. Clair	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(175) Great Falls	Montana	Cascade	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(175a) Billings	Montana	Yellowstone	July 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(175b) Bozeman	Montana	Gallatin	July 1, 1945	Mar. 1, 1946	Apr. 15, 1946
(175c) Missoula	Montana	Missoula	July 1, 1945	Aug. 1, 1946	Aug. 15, 1946
(175d) [Revoked]	Montana	Hill	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(175e) Havre	Montana	Lewis and Clark	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(175f) Helena	Montana				

See footnotes at end of table.

RULES AND REGULATIONS

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for controlled housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(175g) Kalispell	Montana	Flathead	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(175h) [Revoked]	Montana	Park	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(175i) Livingston	Montana	Custer	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(175j) Miles City	Montana	Box Butte	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(176) Alliance	Nebraska				
(176a) [Revoked and decontrolled]					
(176b) [Revoked]					
(176c) [Revoked]					
(177) Grand Island	Nebraska	Hall	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(178) Hastings	Nebraska	Adams and Clay	Mar. 1, 1942	Dec. 12, 1942	Jan. 26, 1943
(178a) [Revoked and decontrolled]					
(179) Kearney	Nebraska	Buffalo	Mar. 1, 1942	May 1, 1943	June 15, 1943
(180) Lincoln	Nebraska	Lancaster	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(180a) McCook	Nebraska	Red Willow	Mar. 1, 1943	Nov. 1, 1943	Dec. 15, 1943
(180b) North Platte	Nebraska	Lincoln	Jan. 1, 1944	Apr. 1, 1945	May 15, 1945
(180c) Norfolk, Nebr.	Nebraska	Madison, and that portion of Tilden City in Antelope County	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(181) Omaha	Nebraska	Dodge	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	Nebraska	Douglas and Sarpy	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Iowa	Pottawatomie	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(181a) Scottsbluff	Nebraska	Scotts Bluff	Mar. 1, 1945	Aug. 1, 1946	Aug. 15, 1946
(182) Sidney, Nebr.	Nebraska	Cheyenne	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(182a) [Revoked]					
(183) [Revoked]					
(183a) [Revoked and decontrolled]					
(183b) [Revoked]					
(183c) Elko	Nevada	Township 5 in Elko County	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(184) Las Vegas	Nevada	That portion of Clark described as that part of Township 20, South encompassed by Ranges 60, 61, 62 East; that part of Township 21, South encompassed by Ranges 60, 61, 62 East; that part of Township 22, South encompassed by Ranges 61, 62, 63 East; and that part of Township 23, South encompassed by Ranges 63 and 64 East.	July 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(185) Reno	Nevada	Washoe	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(185a) Keene	New Hampshire	Cheshire	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(185b) Concord	New Hampshire	Merrimack and Belknap	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(185c) Coos County	New Hampshire	Coos	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(186) Manchester	New Hampshire	Sullivan	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(187) Portsmouth	New Hampshire	Hillsborough	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(187a) [Revoked]		Rockingham and Strafford	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(188) [Revoked]					
(188a) Southern New Jersey	New Jersey	Burlington, Camden, and Gloucester	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
	New Jersey	Salem	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	New Jersey	Cumberland	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(189) [Revoked]					
(190) Northeastern New Jersey	New Jersey	Bergen, Essex, Hudson, Middlesex, Monmouth, Morris, Passaic, Somerset, and Union	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(190a) Ocean County	New Jersey	Sussex	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(191) Trenton	New Jersey	Ocean	Feb. 1, 1944	Apr. 1, 1945	May 15, 1945
	New Jersey	Warren	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	New Jersey	Hunterdon and Mercer	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(192) [Revoked]					
(193) Albuquerque	New Mexico	Bernalillo	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(193a) Belen	New Mexico	That portion of Valencia County lying east of Rio Puerco River	Oct. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(193b) Carlsbad	New Mexico	Eddy	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	New Mexico	Lea	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(194) Clovis	New Mexico	Curry and Roosevelt	Mar. 1, 1942	Feb. 1, 1943	Mar. 18, 1943
(195) [Revoked]					
(196) [Revoked]					
(196a) Las Cruces	New Mexico	Dona Ana	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(197) Roswell	New Mexico	Chaves	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	New Mexico	Otero	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(197a) [Revoked and decontrolled]					
(197b) Santa Fe	New Mexico	Santa Fe County	July 1, 1944	Oct. 1, 1945	Nov. 15, 1945
	New Mexico	Precinct No. 28 (Espanola) in Rio Arriba County	July 1, 1944	Sept. 1, 1946	Oct. 15, 1946
(198) [Revoked and decontrolled]					
(198a) Tucumcari	New Mexico	Quay	Oct. 1, 1944	May 1, 1945	June 15, 1945
(199) Albany-Troy, N. Y.	New York	Albany and Rensselaer	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(200) Binghamton	New York	Broome and Tioga	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(201) Buffalo	New York	Erie and Niagara	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(201a) Cortland	New York	Cortland	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(202) Elmira	New York	Chemung and Steuben	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(202a) Glens Falls	New York	Warren and Washington	Jan. 1, 1945	Apr. 1, 1946	May 15, 1946
(202b) Ithaca	New York	Tompkins	Jan. 1, 1945	Apr. 1, 1946	May 15, 1946
(202c) Gloversville	New York	Fulton	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(202d) Hudson	New York	Columbia	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(203) Jamestown	New York	Chautauqua County except the Chautauqua Institution	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(203a) Olean	New York	Cattaraugus	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(203b) Plattsburg	New York	Clinton and that portion of Keesville Village in Essex County	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(204) Poughkeepsie	New York	Dutchess, Ulster, and Orange, except that portion of Orange County which is within the West Point Military Reservation	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(205) Rochester	New York	Genesee, Monroe, and Orleans	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(205a) Rockland County	New York	Rockland	Mar. 1, 1945	June 1, 1946	July 15, 1946
(206) [Revoked]					
(207) Schenectady	New York	County of Schenectady and in the County of Saratoga, the Towns of Ballston, Charlton, and Clifton Park	Apr. 1, 1941	June 1, 1942	July 15, 1942
	New York	County of Montgomery and the County of Saratoga other than the Towns of Ballston, Charlton, and Clifton Park	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(208) Seneca	New York	Ontario, Seneca, and Yates	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(209) Sidney, N. Y.	New York	Chenango, Delaware, and Otsego	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(210) Syracuse	New York	Wayne	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	New York	Cayuga, Oneida, and Oswego	Mar. 1, 1942	Oct. 1, 1942	Dec. 16, 1942
(211) Utica-Rome	New York	Herkimer, Madison, and Oneida	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(211a) Westchester County	New York	Westchester	Apr. 1, 1944	Nov. 1, 1944	Dec. 15, 1944
(212) Watertown	New York	Jefferson and St. Lawrence	Aug. 1, 1941	July 1, 1942	Aug. 15, 1942
(212a) Burlington, N. C.	North Carolina	Alamance	Mar. 1, 1943	Nov. 1, 1943	Dec. 15, 1943
(212b) Asheville	North Carolina	Buncombe	Mar. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(212c) Charlotte	North Carolina	Mecklenburg	July 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(212d) Chapel Hill	North Carolina	Orange	Mar. 1, 1945	Aug. 1, 1946	Aug. 15, 1946
(213) Durham	North Carolina	Durham	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(214) Elizabeth City, North Carolina	North Carolina	Pasquotank	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	North Carolina	Chowan and Perquimans	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(215) Fayetteville, N. C.	North Carolina	Cumberland and Hoke	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(215a) Gastonia	North Carolina	Gaston	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(216) Goldsboro	North Carolina	Lenoir, Wayne, and Wilson	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942

See footnotes at end of table.

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for controlled housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(216a) Greensboro	North Carolina	County of Guilford other than High Point Township	July 1, 1943	June 1, 1944	July 15, 1944
(216b) Greenville	North Carolina	Beaufort and Pitt	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(217) Henderson	North Carolina	Vance	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(217a) High Point	North Carolina	In the County of Guilford, the Township of High Point, including the City of High Point.	July 1, 1944	Feb. 1, 1946	Mar. 15, 1946
(217b) Hickory	North Carolina	Catawba	Mar. 1, 1945	Aug. 1, 1946	Aug. 15, 1946
(217c) Hendersonville	North Carolina	Henderson	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(218) Jacksonville, N. C.	North Carolina	Onslow	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(219) Laurinburg	North Carolina	Richmond, Robeson, and Scotland	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(220) [Revoked and decontrolled]	South Carolina	Marlboro	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(220a) Oxford	North Carolina	Granville	Nov. 1, 1943	May 1, 1945	June 15, 1945
(221) New Bern	North Carolina	Carteret and Craven	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(221a) Rocky Mount	North Carolina	Edgecombe and Nash	Mar. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(221b) Pender County	North Carolina	Pender	Jan. 1, 1943	May 1, 1944	June 15, 1944
(221c) Plymouth	North Carolina	Washington	Jan. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(221d) Raleigh	North Carolina	Wake	Mar. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(221e) Salisbury	North Carolina	Davidson, Iredell, and Rowan	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(222) Southern Pines	North Carolina	Moore	Mar. 1, 1942	May 1, 1943	June 15, 1943
(223) Wilmington, N. C.	North Carolina	New Hanover County, except the portion consisting of Wrightsville Beach and Harbor Island, which are situated approximately one mile east of the U. S. Inland Waterway; Carolina Beach, Kure Beach, Wilmington Beach, and Ft. Fisher Beach, which are within the territory bounded on the North by the U. S. Inland Waterway, on the East by the Atlantic Ocean, on the West by the Cape Fear River, and on the South by old Ft. Fisher remains.	Apr. 1, 1941	June 1, 1942	July 15, 1942
(223a) Winston-Salem	North Carolina	Forsyth	Mar. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(223b) Minot	North Dakota	Ward	June 1, 1944	Apr. 1, 1945	May 15, 1945
(223c) Fargo-Moorhead	North Dakota	Cass	July 1, 1944	June 1, 1945	July 15, 1945
	Minnesota	Clay	July 1, 1944	June 1, 1945	July 15, 1945
(223d) Grand Forks	North Dakota	Grand Forks	Oct. 1, 1944	Jan. 1, 1946	Feb. 15, 1946
	Minnesota	City of East Grand Forks in Polk County	Oct. 1, 1944	Jan. 1, 1946	Feb. 15, 1946
(223e) Bismarck-Mandan	North Dakota	Burleigh and Morton Counties and that part of Wilton City in McLean County.	Mar. 1, 1945	May 1, 1946	June 15, 1946
(223f) Jamestown, N. Dak.	North Dakota	Stutsman	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(224) Akron	Ohio	County of Summit and in the County of Medina the Township of Wadsworth.	Apr. 1, 1941	June 1, 1942	July 15, 1942
	Ohio	County of Medina other than the Township of Wadsworth.	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(225) Ashtabula	Ohio	Ashtabula	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(225a) Athens	Ohio	Athens	Jan. 1, 1946	Sept. 1, 1946	Oct. 15, 1946
(226) Canton	Ohio	Stark	Apr. 1, 1941	June 1, 1942	July 15, 1942
	Ohio	Tuscarawas	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(226a) Cambridge, Ohio	Ohio	Guernsey	Mar. 1, 1944	June 1, 1945	July 15, 1945
(226b) Chillicothe, Ohio	Ohio	Ross	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(227) Cincinnati	Ohio	Butler, Clermont, Hamilton, and Warren	Mar. 1, 1942	Nov. 1, 1942	(⁹)
(228) Cleveland	Kentucky	Campbell and Kenton	Mar. 1, 1942	Nov. 1, 1942	(⁹)
	Ohio	County of Cuyahoga and in the County of Lake the Township of Willoughby and those parts of the Township of Kirtland included within the corporate limits of the Villages of Waite Hill and Willoughby.	July 1, 1941	June 1, 1942	July 15, 1942
	Ohio	County of Lake other than the Township of Willoughby and those parts of the Township of Kirtland included within the corporate limits of the Villages of Waite Hill and Willoughby.	July 1, 1941	July 1, 1942	Aug. 15, 1942
(229) Columbus	Ohio	Franklin	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(230) Dayton	Ohio	Licking	Mar. 1, 1942	May 1, 1943	June 15, 1943
	Ohio	Champaign, Clark, Darke, Greene, Miami, Montgomery, and Preble.	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(230a) Delaware County	Ohio	Delaware	July 1, 1945	Oct. 1, 1946	Nov. 15, 1946
(231) [Revoked]	Ohio	Fairfield	July 1, 1945	Aug. 1, 1946	Aug. 15, 1946
(231a) Lancaster	Ohio	Allen	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(232) Lima	Ohio	Lorain	July 1, 1941	July 1, 1942	Aug. 15, 1942
(233) Lorain-Elyria	Ohio	Ashland, Crawford, and Richland	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(234) Mansfield	Ohio	Knox	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(235) Marion	Ohio	Marion	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(236) [Revoked]	Ohio	Scioto	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(236a) Portsmouth, Ohio	Ohio	Portage	Apr. 1, 1941	June 1, 1942	July 15, 1942
(237) Ravenna	Ohio	Erie, Huron, Ottawa, and Sandusky	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(238) Sandusky-Port Clinton	Ohio	Shelby	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(239) Sidney, Ohio	Ohio	Lucas and Wood	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(240) Toledo	Ohio	Hancock and Seneca	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(240a) Wilmington, Ohio	Ohio	Clinton	July 1, 1943	Apr. 1, 1945	May 15, 1945
(241) Youngstown-Warren	Ohio	Mahoning and Trumbull	Apr. 1, 1941	June 1, 1942	July 15, 1942
(241a) Washington Court House, Ohio	Ohio	Fayette	Oct. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(241b) Zanesville	Ohio	Muskingum County and that part of Roseville Village located in Perry County.	Mar. 1, 1945	May 1, 1946	June 15, 1946
(241c) Wooster	Ohio	Wayne	July 1, 1945	Oct. 1, 1946	Nov. 15, 1946
(242) [Revoked]	Ohio				
(242a) [Revoked and decontrolled]	Ohio				
(242b) Ardmore	Oklahoma	Carter	July 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(242c) Ada	Oklahoma	Garvin, Pontotoc, and Seminole	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(242d) Bartlesville	Oklahoma	Washington	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(243) Choteau	Oklahoma	Craig, Mayes, Rogers, and Wagoner	Oct. 1, 1941	Oct. 1, 1942	Nov. 15, 1942
(244) [Revoked]	Oklahoma				
(244a) Duncan	Oklahoma	Stephens	Oct. 1, 1943	Feb. 1, 1945	Mar. 15, 1945
(244b) Frederick	Oklahoma	All of Tillman County south of the base line between Townships 1 South and 2 South.	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(245) Enid	Oklahoma	Garfield	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(245a) Guymon	Oklahoma	Texas	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(245b) Guthrie	Oklahoma	Logan	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(246) Lawton	Oklahoma	Comanche	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(247) McAlester	Oklahoma	Atoka, Haskell, Hughes, Latimer, McIntosh, and Pittsburg	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(248) Muskogee	Oklahoma	Muskogee	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(249) [Revoked]	Oklahoma				
(249a) Ponca City	Oklahoma	Kay	Mar. 1, 1945	June 1, 1946	July 15, 1946
(249b) Okmulgee	Oklahoma	Okmulgee	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(250) Oklahoma City	Oklahoma	Cleveland, McClain, and Oklahoma	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Oklahoma	Caddo and Grady	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Oklahoma	Canadian	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(250a) Shawnee	Oklahoma	Pottawatomie	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(250b) Stillwater	Oklahoma	Payne	Mar. 1, 1945	Apr. 1, 1946	May 15, 1946
(251) Tulsa	Oklahoma	Creek, Osage and Tulsa	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(252) [Revoked]	Oklahoma				
(252a) [Revoked]	Oklahoma				

See footnotes at end of table.

RULES AND REGULATIONS

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for controlled housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(253) Corvallis	Oregon	Benton and Linn	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(253a) Klamath Falls	Oregon	Klamath	Oct. 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(253b) Lane County	Oregon	Lane	Jan. 1, 1944	Jan. 1, 1945	Mar. 31, 1945
(253c) Douglas	Oregon	Douglas	Jan. 1, 1944	May 1, 1945	June 15, 1945
(254) Medford	Oregon	Jackson	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(255) Pendleton	Oregon	Umatilla	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(256) Portland-Vancouver	Oregon	Clackamas, Multnomah, and Washington	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
	Washington	Clark	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
	Oregon	Clatsop	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Oregon	Tillamook	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(256a) Salem	Oregon	Marion, and in Polk County, the City of West Salem	July 1, 1945	Oct. 1, 1946	Nov. 15, 1946
(257) Allentown-Bethlehem	Pennsylvania	Lehigh and Northampton	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(258) Altoona-Johnstown	Pennsylvania	Blair, Cambria, and Somerset	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(258a) Bradford County	Pennsylvania	Bradford	Jan. 1, 1944	May 1, 1945	June 15, 1945
(259) [Revoked]					
(260) [Revoked]					
(261) Erie	Pennsylvania	Erie	Mar. 1, 1942	Nov. 1, 1942	Aug. 15, 1942
(262) Harrisburg	Pennsylvania	Cumberland, Dauphin, Lebanon, and Perry	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Pennsylvania	Franklin	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(262a) Indiana County	Pennsylvania	Indiana	July 1, 1945	Oct. 1, 1946	Nov. 15, 1946
(263) Lancaster-York-Reading	Pennsylvania	Berks, Lancaster and York	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(263a) Lewistown	Pennsylvania	Mifflin	Jan. 1, 1946	Sept. 1, 1946	Oct. 15, 1946
(264) Meadville-Titusville	Pennsylvania	Crawford and Venango	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(265) [Revoked]					
(266) Philadelphia	Pennsylvania	Bucks, Chester, Delaware, Montgomery, and Philadelphia	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(267) Pittsburgh	Pennsylvania	Allegheny, Armstrong, Beaver, Butler, Fayette, Lawrence, Washington, Westmoreland, and Greene, except the townships of Aleppo, Center, Freeport, Gilmore, Gray, Jackson, Morris, Perry, Richhill, Springhill and Wayne.	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(268) [Revoked]					
(269) [Revoked]					
(269a) Scranton-Wilkes-Barre	Pennsylvania	Carbon, Lackawanna, and Schuylkill Counties in their entireties, and Luzerne County except Nescopeck Borough, Nescopeck Township, and Salem Township.	Mar. 1, 1946	June 1, 1946	July 15, 1946
(269b) State College	Pennsylvania	Centre	Jan. 1, 1946	Sept. 1, 1946	Oct. 15, 1946
(270) Sharon-Farrell	Pennsylvania	Mercer	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(270a) Warren	Pennsylvania	Warren	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(271) [Revoked]					
(272) Williamsport	Pennsylvania	Lycoming	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Pennsylvania	Cameron, Columbia, Montour, Northumberland, Snyder, and Union	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Pennsylvania	County of Elk and in the County of Luzerne, Nescopeck Borough, Nescopeck Township, and Salem Township.	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(273) Newport	Pennsylvania	Clinton	Mar. 1, 1942	Feb. 1, 1944	Mar. 15, 1944
(274) Providence	Rhode Island	Newport	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(275) Washington County	Rhode Island	Bristol, Kent, and Providence	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(276) [Revoked]					
(277) Charleston, S. C.	South Carolina	Charleston and Dorchester	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	South Carolina	Beaufort and Colleton	Mar. 1, 1942	Apr. 15, 1943	May 30, 1943
(278) Columbia, S. C.	South Carolina	Lexington and Richland	Mar. 1, 1942	Nov. 1, 1942	Jan. 14, 1943
	South Carolina	Sumter	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	South Carolina	Florence	Mar. 1, 1942	May 1, 1943	June 15, 1943
(278a) Darlington	South Carolina	Darlington	Jan. 1, 1944	July 1, 1945	Aug. 15, 1945
(279) [Revoked]					
(279a) Georgetown	South Carolina	Georgetown	July 1, 1944	July 1, 1945	Aug. 15, 1945
(280) Greenville, S. C.	South Carolina	Greenville	Mar. 1, 1942	Nov. 1, 1942	Jan. 14, 1943
(280a) [Revoked and decontrolled]					
(280b) [Revoked and decontrolled]					
(280c) Marion	South Carolina	Marion	Mar. 1, 1944	July 1, 1945	Aug. 15, 1945
(281) Spartanburg	South Carolina	Charoee, Spartanburg and Union	Mar. 1, 1942	Nov. 1, 1942	Jan. 14, 1943
(281a) Aberdeen	South Dakota	Brown	Oct. 1, 1944	Jan. 1, 1946	Feb. 15, 1946
(281b) Brookings	South Dakota	That portion of Brookings County which constitutes the City of Brookings.	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(281c) Huron	South Dakota	Beadle and those portions of Wessington City in Hand County and Iroquois City in Kingsbury County.	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(282) [Revoked]					
(282a) Mitchell	South Dakota	Davidson	July 1, 1945	Aug. 1, 1946	Aug. 15, 1946
(283) [Revoked and decontrolled]					
(283a) Provo-Hot Springs, S. Dak.	South Dakota	Fall River	Mar. 1, 1942	Nov. 1, 1946	Dec. 15, 1946
(284) Rapid City-Sturgis	South Dakota	Meade, Pennington, and that portion of Lawrence described as Sections 2, 3, 4, 9, 10, 11, 14, 15, 16, 21, 22, 23, Township 6 North.	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	South Dakota	Lincoln, Minnehaha, and Turner	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(285) Sioux Falls	South Dakota	Lyon	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Iowa	Rock	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(285a) [Revoked]					
(285b) Vermillion	South Dakota	Clay and that portion of Irene Town in Yankton County	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(286) Bristol-Kingsport	Tennessee	Greene, Hawkins, Sullivan, Unicoi, and Washington	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Virginia	Independent City of Bristol and the Counties of Scott and Washington	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(287) Chattanooga	Tennessee	Bradley, Hamilton, and Marion	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(288) Clarksville	Georgia	Catoosa, Dade, and Walker	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	Tennessee	Montgomery and Stewart	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	Kentucky	Christian, Todd, and Trigg	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(288a) Columbia, Tenn.	Tennessee	Maury	Jan. 1, 1944	Apr. 1, 1945	May 15, 1945
(288b) Cookeville	Tennessee	Putnam	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(289) Copperhill-McCaysville	Tennessee	Polk	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Georgia	Fannin	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(290) Dyersburg	Tennessee	Crockett, Dyer, and Lauderdale	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(290a) Elizabethton	Tennessee	Carter	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(290b) [Revoked and decontrolled]					
(291) Jackson-Milan-Humboldt	Tennessee	Carroll, Gibson, and Madison	Jan. 1, 1941	July 1, 1942	Aug. 15, 1942
(292) Knoxville	Tennessee	Blount and Knox	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Tennessee	Anderson and Roane, except the portion consisting of the Clinton Engineering Works.	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(292a) Lenoir City	Tennessee	Loudon	Mar. 1, 1943	June 1, 1944	July 15, 1944
(293) Memphis	Tennessee	Shelby	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Arkansas	Crittenden	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(294) [Revoked]					
(295) Nashville	Tennessee	Davidson and Rutherford	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(295a) [Revoked and decontrolled]					
(295b) Paris, Tenn.	Tennessee	Henry	Mar. 1, 1942	Nov. 1, 1946	Dec. 15, 1946
(296) [Revoked]					
(296a) Springfield, Tenn.	Tennessee	Robertson	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(297) [Revoked and decontrolled]					

See footnotes at end of table.

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for controlled housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(298) [Revoked and decontrolled]					
(298a) Alice	Texas	Jim Wells	July 1, 1945	Nov. 1, 1945	Dec. 15, 1946
(299) Amarillo	Texas	Potter and Randall	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(300) Austin	Texas	Hays, Travis, and Williamson	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(301) [Revoked]					
(302) Beaumont-Port Arthur	Texas	Jefferson and Orange	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(303) Big Spring	Texas	Howard	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(304) [Revoked]					
(305) Borger	Texas	Carson, Gray, and Hutchinson	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(305a) [Revoked and decontrolled]					
(306) [Revoked]					
(307) Bryan	Texas	Brazos	Mar. 1, 1942	May 1, 1943	June 15, 1943
(308) [Revoked and decontrolled]					
(308a) Corsicana	Texas	Ellis, Kaufman, and Navarro	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(309) Corpus Christi	Texas	San Patricio and Nueces, except the town of Port Aransas	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	Texas	Bee and Kleberg	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(309a) [Revoked]					
(310) [Revoked]					
(311) Dallas	Texas	Dallas	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(312) [Revoked and decontrolled]					
(312a) [Revoked and decontrolled]					
(313) [Revoked]					
(314) [Revoked]					
(315) El Paso	Texas	El Paso	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
	Texas	Tarrant	Mar. 1, 1942	Oct. 15, 1942	Dec. 16, 1942
(316) Fort Worth	Texas	Denton	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(317) [Decontrolled]					
(318) Greenville, Tex.	Texas	Hunt	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(319) Galveston	Texas	Galveston and Brazoria	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(319a) Houston	Texas	Chambers, Harris, and Liberty	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(319b) Kerrville	Texas	Kerr	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(319c) [Revoked and decontrolled]					
(319d) Huntsville	Texas	Walker	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(320) Killeen-Temple	Texas	Bell	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Texas	Lampasas	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
	Texas	Webb	Mar. 1, 1942	Feb. 1, 1943	Mar. 15, 1943
(321) Laredo	Texas	Justices' Precincts 1, 6, and 7 in Caldwell County	Jan. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(321a) Lockhart	Texas	Gregg	July 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(321b) Longview	Texas	Cameron, Hidalgo, and Willacy	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(322) Lower Rio Grande Valley	Texas	Lubbock	Mar. 1, 1942	Mar. 1, 1944	Apr. 15, 1944
(322a) Lubbock	Texas	Angelina, Nacogdoches, Panola, and Rusk	Oct. 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(322b) Eater	Texas				
(323) [Revoked and decontrolled]					
	Texas	Brewster	Mar. 1, 1942	Feb. 1, 1943	Mar. 18, 1943
(324) Marshall	Texas	Harrison, Marion, and Upshur	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Texas	Camp, Morris, and Titus	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(324a) Matagorda Bay	Texas	Calhoun, Jackson, and Matagorda	Jan. 1, 1943	June 1, 1944	July 15, 1944
(324b) McKinney	Texas	Collin	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(324c) Midland-Odessa	Texas	Ector and Midland	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(324d) [Revoked and decontrolled]					
(325) [Revoked]					
(325a) Palestine	Texas	Anderson	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(326) [Revoked]					
(327) [Revoked and decontrolled]					
(328) San Antonio	Texas	Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina, and Wilson	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(329) Sherman-Denison	Texas	Grayson	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Texas	Fannin	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(329a) Sweetwater	Texas	Nolan	Mar. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(330) Texarkana	Texas	Bowie	July 1, 1941	July 1, 1942	Aug. 15, 1942
	Arkansas	Miller	July 1, 1941	July 1, 1942	Aug. 15, 1942
(330a) Tyler	Texas	Smith	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(330b) [Revoked and decontrolled]					
(331) Victoria	Texas	Victoria	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(332) Waco	Texas	McLennan	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(333) Wichita Falls	Texas	Wichita	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(333a) Mineola	Texas	Wood County and that portion of the City of Willsboro in Franklin County	Oct. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(333b) [Revoked]					
(333c) Logan, Utah	Utah	Cache	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(334) [Revoked]					
(334a) Ogden	Utah	Box Elder except the portion lying north of the north boundary of Township 12 North, and west of the west boundary of Range 3 West, Salt Lake Base and Meridian	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Utah	Davis and Weber	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(334b) Price	Utah	Carbon	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(335) Provo, Utah	Utah	Utah	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(336) Salt Lake City	Utah	Salt Lake	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	Utah	Tooele	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(336a) Vernal	Utah	Duchesne	Oct. 1, 1944	Apr. 1, 1946	May 15, 1946
	Utah	Uintah	Oct. 1, 1944	Jan. 1, 1946	Feb. 15, 1946
(337) [Revoked]					
(337a) Burlington, Vermont	Vermont	Chittenden	Mar. 1, 1943	Nov. 1, 1943	Dec. 15, 1943
(337b) Brattleboro	Vermont	Windsor	Jan. 1, 1945	May 1, 1946	June 15, 1946
(337c) Montpelier	Vermont	Caledonia and Washington	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(337d) Rutland	Vermont	Rutland and Bennington	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(338) Springfield-Windsor	Vermont	Windsor	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(338a) St. Albans	Vermont	Franklin	Jan. 1, 1945	May 1, 1946	June 15, 1946
(339) Alexandria-Arlington	Virginia	Independent City of Alexandria and the Counties of Arlington and Fairfax	Jan. 1, 1941	July 1, 1942	Aug. 15, 1942
(340) Blackstone	Virginia	Nottoaway	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(340a) Covington	Virginia	Alleghany	Jan. 1, 1945	Jan. 1, 1946	Feb. 15, 1946
	Virginia	The Independent City of Clifton Forge	Jan. 1, 1945	Mar. 1, 1946	Apr. 15, 1946
(340b) Charlottesville	Virginia	Independent City of Charlottesville and the County of Albemarle	Oct. 1, 1944	Feb. 1, 1946	Mar. 15, 1946
	Virginia	Northampton	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(341) Cape Charles	Virginia	Warren	Oct. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(341a) Front Royal	Virginia	The Independent City of Danville, and in Pittsylvania County the Magisterial Districts of Tunstall and Dan River	July 1, 1943	Feb. 1, 1945	Mar. 15, 1945
(341b) Danville, Va.	Virginia	The Counties of Spotsylvania and Stafford, and the Independent City of Fredericksburg	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(341c) Fredericksburg	Virginia				

See footnotes at end of table.

RULES AND REGULATIONS

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for controlled housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(342) Hampton Roads.....	Virginia.....	Independent Cities of Hampton, Newport News, Norfolk, Portsmouth, and South Norfolk; the County of Elizabeth City, in the County of Norfolk the Magisterial Districts of Deep Creek, Tanners Creek, Washington, and Western Branch; in the County of Warwick, the Magisterial District of Newport, and in the County of Princess Anne, the Magisterial Districts of Kempsville and Lynnhaven except the Town of Virginia Beach and the following parts of Lynnhaven Magisterial District of Princess Anne County: that part of Lynnhaven Magisterial District bound on the East by the Atlantic Ocean; on the North and West by Fort Story, Seashore State Park, Linkhorn Bay and Great Neck Creek; and on the South by Laskin Road, also known as 31st Street; and that part of Lynnhaven Magisterial District of Princess Anne County bound on the East by the Atlantic Ocean; on the North by the Town of Virginia Beach; and on the West and South by Lake Rudee and the Military Reservation formerly known as Camp Pendleton.	Apr. 1, 1941	June 1, 1942	July 15, 1942
	Virginia.....	Independent City of Suffolk; the County of Nansemond; the County of Norfolk other than the Magisterial Districts of Deep Creek, Tanners Creek, Washington, and Western Branch; the County of Princess Anne other than the Magisterial Districts of Kempsville and Lynnhaven.	Apr. 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(342a) Lexington, Virginia.....	Virginia.....	In the County of Rockbridge, the Magisterial District of Lexington.	Mar. 1, 1944	July 1, 1945	Aug. 15, 1945
(343b) Lynchburg.....	Virginia.....	Independent City of Lynchburg, and the Counties of Amherst, Bedford, and Campbell.	July 1, 1945	May 1, 1946	June 15, 1946
(343) Petersburg.....	Virginia.....	Independent Cities of Hopewell and Petersburg; the Counties of Dinwiddie and Prince George; and in the County of Chesterfield the Magisterial District of Matoaca.	Apr. 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(343a) Quantico.....	Virginia.....	In the County of Prince William, the Magisterial District of Dumfries.	Mar. 1, 1942	Dec. 1, 1943	Jan. 15, 1944
(344) Radford-Pulaski.....	Virginia.....	Independent City of Radford, and the Counties of Montgomery and Pulaski.	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(345) Richmond, Va.....	Virginia.....	Independent City of Richmond; the County of Henrico; and in the County of Chesterfield the Magisterial Districts of Bermuda, Clover Hill, Dale, Manchester, and Midlothian.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(345a) Roanoke.....	Virginia.....	Roanoke County and the Independent City of Roanoke.	Jan. 1, 1944	May 1, 1945	June 15, 1945
(345b) Winchester.....	Virginia.....	Independent City of Winchester, and the Counties of Frederick and Shenandoah.	Mar. 1, 1944	July 1, 1945	Aug. 15, 1945
(345c) Staunton.....	Virginia.....	The County of Augusta and the Independent City of Staunton; the County of Rockingham and the Independent City of Harrisonburg.	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(345d) Wise County.....	Virginia.....	Wise.	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(346) Yorktown.....	Virginia.....	Independent City of Williamsburg; the Counties of James City and York; and in the County of Warwick the Magisterial Districts of Denbigh and Stanley.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(347) Bellingham.....	Washington.....	Whatcom.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(347a) Ephrata.....	Washington.....	Skagit.	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(347b) Ellensburg.....	Washington.....	Portion of Grant County lying between the south line of Township 23 North and the north line of Township 16 North.	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(348) Everett.....	Washington.....	Kittitas.	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(349) [Revoked]	Washington.....	Snohomish.	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(349a) [Revoked]	Washington.....	Island.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(349b) Longview-Kelso.....	Washington.....	Cowlitz.	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(350) [Revoked]	Washington.....	Thurston.	May 1, 1943	May 1, 1945	June 15, 1945
(350a) Olympia.....	Washington.....	Clallam.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(351) Port Angeles-Port Townsend.....	Washington.....	Whitman.	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(351a) Pullman-Moscow.....	Idaho.....	Latah.	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(352) Puget Sound.....	Washington.....	Those parts of the Counties of King and Pierce lying west of the Snoqualmie National Forest.	Apr. 1, 1941	June 1, 1942	July 15, 1942
(352a) [Revoked]	Washington.....	Spokane.	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(353) Spokane.....	Washington.....	Chelan.	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(353a) Wenatchee.....	Washington.....	Walla Walla.	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(354) Walla Walla.....	Washington.....	Franklin.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Washington.....	In the County of Benton, the precincts of Binley, South Kennewick, Kennewick Valley, Kennewick, Kennewick Gardens, and Richland.	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(354a) Yakima.....	Washington.....	In the County of Benton, the precincts of Benton City, Carley, Columbia, East Prosser, Expansion, Hanford, Highlands, Horn Rapids, Hover, Kiona, North Prosser, Paterson, Prosser, Rattlesnake, Riverside, Walnut Grove, Wellington, West Prosser, and White Bluffs, and the County of Yakima.	Mar. 1, 1943	Apr. 1, 1944	May 15, 1944
(354b) Bluefield.....	West Virginia.....	Mercer.	Jan. 1, 1945	Apr. 1, 1946	May 15, 1946
	West Virginia.....	McDowell, Mingo, Raleigh, and Wyoming.	Jan. 1, 1945	May 1, 1946	June 15, 1946
	Virginia.....	Bluefield Town in Tazewell County.	Jan. 1, 1945	Apr. 1, 1946	May 15, 1946
(355) Charleston, West Virginia.....	West Virginia.....	Kanawha.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	West Virginia.....	In Putnam County the Magisterial District of Pocatalico.	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(355a) Clarksburg.....	West Virginia.....	Harrison.	June 1, 1944	June 1, 1945	July 15, 1945
(356) Huntington.....	West Virginia.....	Cabell and Wayne.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Ohio.....	Lawrence.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Kentucky.....	Boyd and Greenup.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(356a) Martinsburg.....	West Virginia.....	Berkeley.	Mar. 1, 1943	Apr. 1, 1944	May 15, 1944
(356b) Logan.....	West Virginia.....	Logan.	Oct. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(356c) Mineral County.....	West Virginia.....	Mineral.	Oct. 1, 1944	Mar. 1, 1946	Apr. 15, 1946
(357) Morgantown.....	West Virginia.....	Marion and Monongalia.	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(357a) Parkersburg.....	West Virginia.....	Wood.	Mar. 1, 1945	Apr. 1, 1946	May 15, 1946
	Ohio.....	Washington.	Mar. 1, 1945	Apr. 1, 1946	May 15, 1946
(358) Point Pleasant-Gallipolis.....	West Virginia.....	Jackson and Mason.	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	Ohio.....	Gallia and Meigs.	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(359) Wheeling-Staubenville.....	West Virginia.....	Brooke, Hancock, Marshall, Ohio, and Wetzel.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Ohio.....	Belmont, Columbiana, and Jefferson.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(359a) Appleton.....	Wisconsin.....	Outagamie County, and that part of New London located in Waupaca County.	Mar. 1, 1945	Apr. 1, 1946	May 15, 1946
(359b) Ashland.....	Wisconsin.....	Ashland.	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(360) Beloit-Janesville.....	Wisconsin.....	Rock.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(360a) Green Bay.....	Wisconsin.....	Brown.	Mar. 1, 1945	Jan. 1, 1946	Feb. 15, 1946
(360b) Kenosha-Racine.....	Wisconsin.....	Kenosha and Racine.	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(361) Eau Claire.....	Wisconsin.....	Chippewa, Dunn, and Eau Claire.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942

See footnotes at end of table.

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for controlled housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(361a) La Crosse	Wisconsin	La Crosse	Mar. 1, 1942	Dec. 1, 1943	Jan. 15, 1944
(362) Madison, Wisconsin	Wisconsin	Columbia, Dane, and Sauk	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(363) Manitowoc	Wisconsin	Manitowoc	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(363a) Marinette	Wisconsin	That portion of the City of Kiel in the County of Calumet	Mar. 1, 1942	Apr. 1, 1944	May 15, 1944
(364) Milwaukee	Wisconsin	Marinette	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(364a) Mondovi-Durand	Wisconsin	Milwaukee and Waukesha	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(365) Oshkosh-Fond du Lac	Wisconsin	Buffalo and Pepin	Mar. 1, 1944	June 1, 1945	July 15, 1945
	Wisconsin	Fond du Lac and Winnebago	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Wisconsin	That portion of the City of Waupun in the County of Dodge	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(365a) Sheboygan	Wisconsin	Sheboygan	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(366) Sparta	Wisconsin	Monroe	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(367) Waterton Bay	Wisconsin	Door	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(367a) Watertown, Wis.	Wisconsin	Dodge County, except the City of Waupun, and Jefferson County	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(367b) Wausau	Wisconsin	Marathon and Portage and that portion of Abbotsford Village, Colby City and Unity Village in Clark County	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(368) Casper	Wyoming	Natrona	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(368a) Cody-Lovell	Wyoming	That portion of Big Horn County lying outside of the Big Horn National Forest and that portion of Park County lying outside of the Shoshone National Forest	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(369) Cheyenne	Wyoming	That part of Laramie County, consisting of Townships 13 and 14 in Ranges 66 and 67 west of the 6th Principal Meridian including the City of Cheyenne	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(369a) Douglas	Wyoming	Converse	Mar. 1, 1943	May 1, 1944	June 15, 1944
(369b) Thermopolis	Wyoming	Hot Springs	Mar. 1, 1944	May 1, 1945	June 15, 1945
(369c) Laramie	Wyoming	Albany	Jan. 1, 1945	Feb. 1, 1946	Mar. 15, 1946
(369d) [Revoked]					
(369e) Sheridan	Wyoming	Sheridan	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(370) Alaska	Alaska	Territory of Alaska	Mar. 1, 1942	Nov. 1, 1942	Mar. 15, 1943
(371) Puerto Rico	Puerto Rico	Puerto Rico	Oct. 1, 1942	Feb. 1, 1944	Mar. 31, 1944

¹ This regulation is applicable only to that portion of the defense-rental area set forth in the third column of this Schedule A.

² For the portion of the County of San Diego, other than the Judicial Townships of Encinitas, National, and San Diego in their entirety, and that part of the Judicial Township of El Cajon lying west of the Cleveland National Forest, and which remains under control after March 1, 1947, the effective date is July 1, 1942.

³ Sections 1, 6, 13.

⁴ Remaining sections.

⁵ May 31, 1943, except registrations required by Amendment 87 which must be filed by July 15, 1946.

SCHEDULE B—SPECIFIC PROVISIONS RELATING TO INDIVIDUAL DEFENSE-RENTAL AREAS OR PORTIONS THEREOF

1. Provisions relating to Lawrence County, South Dakota, in the Rapid City-Sturgis Defense-Rental Area.

Decentral based upon the recommendation of the Local Advisory Board. Effective October 9, 1947, the application of the Controlled Housing Rent Regulation is terminated in Lawrence County with the exception of Sections 2, 3, 4, 9, 10, 11, 14, 15, 16, 21, 22, 23, Township 6—North.

2. Provisions relating to Jefferson County, Kentucky, in the Louisville Defense-Rental Area.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective October 9, 1947 the maximum rents for all housing accommodations in Jefferson County, Kentucky, in the Louisville Defense-Rental Area shall be increased 5 per cent, except in cases in which the maximum rent has been established under § 825.4 (b) prior to October 9, 1947. All provisions of §§ 825.1 to 825.12, inclusive, insofar as they are applicable to the Louisville Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

3. Provisions relating to Ottawa County, Kansas, in the Salina Defense-Rental Area.

Decentral based upon the recommendation of the Local Advisory Board. Effective October 23, 1947, the application of the Controlled Housing Rent Regulation is terminated in Ottawa County.

4. Provisions relating to Klamath Falls Defense-Rental Area, State of Oregon.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective October 23, 1947, the maximum rents for all housing accommodations in the Klamath Falls Defense-Rental Area shall be increased 10 per cent, except in cases in which the maximum rent has been established under § 825.4 (b) prior to October 23, 1947. All provisions of the regulation insofar as they are applicable to the Klamath Falls Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

5. Provisions relating to the Alexandria-Leesville Defense-Rental Area, State of Louisiana.

Decentral based upon the recommendation of the Local Advisory Board. Effective October 31, 1947, the application of the Controlled Housing Rent Regulation is terminated in the Alexandria-Leesville Defense-Rental Area in respect to furnished rooms, not constituting an apartment, located within the residence occupied by the landlord or his immediate family. All provisions of the regulation, insofar as they are applicable to the Alexandria-Leesville Defense-Rental Area, are hereby amended to the extent necessary to carry this provision into effect.

6. Provisions relating to San Angelo Defense-Rental Area, State of Texas.

Decentral based upon the recommendation of the Local Advisory Board. The application of the Controlled Housing Rent Regulation is terminated in the San Angelo Defense-Rental Area, effective November 15, 1947.

7. Provisions relating to Saunders County, Nebraska, in the Omaha Defense-Rental Area.

Decentral based upon the recommendation of the Local Advisory Board. Effective October 31, 1947, the application of the Controlled Housing Rent Regulation is terminated in Saunders County, Nebraska.

8. Provisions relating to Concordia Defense-Rental Area, State of Kansas.

Decentral based upon the recommendation of the Local Advisory Board. Effective November 14, 1947, the application of the Controlled Housing Rent Regulation is terminated in the Concordia Defense-Rental Area.

9. Provisions relating to Burlington Defense-Rental Area, States of Illinois and Iowa.

Decentral based upon the recommendation of the Local Advisory Board. Effective November 19, 1947, the application of the Controlled Housing Rent Regulation is terminated in the County of Henderson, Illinois.

10. Provisions relating to Clark County, Nevada, in the Las Vegas Defense-Rental Area.

Decentral based upon the recommendation of the Local Advisory Board. Effective

November 28, 1947, the application of the Controlled Housing Rent Regulation is terminated in Clark County with the exception of that part of Township 20, South encompassed by Ranges 60, 61, 62 East; that part of Township 21, South encompassed by Ranges 60, 61, 62 East; that part of Township 22, South encompassed by Ranges 61, 62, 63 East; and that part of Township 23, South encompassed by Ranges 63 and 64 East.

11. Provisions relating to Miami County, Indiana, in the Anderson Defense-Rental Area.

Decentral based upon the recommendation of the Local Advisory Board. Effective November 28, 1947, the application of the Controlled Housing Rent Regulation is terminated in Miami County.

12. Provisions relating to Yuba County and Butte County, California, in the Marysville-Chico Defense-Rental Area.

Decentral based upon the recommendation of the Local Advisory Board. Effective November 28, 1947, the application of the Controlled Housing Rent Regulation is terminated in that portion of Butte County described as follows:

All North and East of a line beginning at a point in the boundary line between Yuba and Butte Counties, California, between T 18 N, R 5 E and T 18 N, R 6 E, thence north in Butte County, along the east lines of T 18 N, R 5 E, T 19 N, R 5 E and T 20 N, R 5 E to NE corner of T 20 N, R 5 E; thence west along north line of T 20 N, R 5 E to SE corner of T 21 N, R 4 E; thence north along east lines of T 21 N, R 4 E, T 22 N, R 4 E and T 23 N, R 4 E to the NE corner of T 23 N, R 4 E; thence, west along the north lines of T 23 N, R 4 E, T 23 N, R 3 E and T 23 N, R 2 E to the boundary line between Butte and Tehama Counties, California.

Effective November 28, 1947, the application of the Controlled Housing Rent Regulation is terminated in that portion of Yuba County described as follows:

All North and East of a line beginning at a point on the line between Nevada County and Yuba County where said line is intersected by the south line of Township seventeen (17) North, Range six (6) East MDB&M and running thence West along said Township line to the southwest corner of said

Township; then north along the west line of Townships seventeen (17) and eighteen (18) North, Range six (6) East to the point where said line intersects the line between Butte County and Yuba County.

13. Provisions relating to Uvalde County, Texas, in the San Antonio Defense-Rental Area.

Decontrol based upon the recommendation of the Local Advisory Board. Effective December 16, 1947, the application of the Controlled Housing Rent Regulation is terminated in the County of Uvalde, Texas.

14. Provisions relating to Holdrege Defense-Rental Area, State of Nebraska.

Decontrol based upon the recommendation of the Local Advisory Board. Effective December 31, 1947, the application of the Controlled Housing Rent Regulation is terminated in the Holdrege Defense-Rental Area.

15. Provisions relating to Vernon Defense-Rental Area, State of Texas.

Decontrol based upon the recommendation of the Local Advisory Board. Effective December 31, 1947, the application of the Controlled Housing Rent Regulation is terminated in the Vernon Defense-Rental Area.

16. Provisions relating to Sarasota Defense-Rental Area, State of Florida.

Decontrol based upon the recommendation of the Local Advisory Board. Effective January 15, 1948, the application of the Controlled Housing Rent Regulation is terminated in the Sarasota Defense-Rental Area.

17. Provisions relating to Brookings County, South Dakota, in the Brookings Defense-Rental Area.

Decontrol based upon the recommendation of the Local Advisory Board. Effective January 20, 1948, the application of the Controlled Housing Rent Regulation is terminated in Brookings County except for that portion of Brookings County which constitutes the City of Brookings.

18. Provisions relating to Peoria Defense-Rental Area, State of Illinois.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective January 20, 1948, the maximum rents for all housing accommodations in the Peoria Defense-Rental Area shall be increased 4 percent, except in cases in which the maximum rent has been established under § 825.4 (b). All provisions of the regulation insofar as they are applicable to the Peoria Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

19. Provisions relating to Jacksonville Defense-Rental Area, State of Florida.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective January 20, 1948, the maximum rents are increased in the amount of 10 percent for all housing accommodations in Jacksonville Defense-Rental Area for which the maximum rents were determined under sections 4 (a) and (b) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, or which have been fixed by an order entered under section 5 of said regulation or under § 825.5 in cases in which section 5 or § 825.5 of the applicable regulation provides that the maximum rent should be determined on the basis of the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, except in cases in which the maximum rent has been established under § 825.4 (b) and in those cases in which the maximum rent has been adjusted on or after August 22, 1947, under § 825.5 (a) (12). All provisions of §§ 825.1 to 825.12, inclusive, insofar as they are applicable to the Jacksonville Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

20. Provisions relating to Kalamazoo County, Michigan, in the Kalamazoo-Battle Creek Defense-Rental Area.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective January 22, 1948, the maximum rents for all housing accommodations in Kalamazoo County, Michigan, in the Kalamazoo-Battle Creek Defense-Rental Area shall be increased 5 percent except in cases in which the maximum rent has been established under § 825.4 (b). All provisions of §§ 825.1 to 825.12, inclusive, insofar as they are applicable to the Kalamazoo-Battle Creek Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

21. Provisions relating to Waycross Defense-Rental Area, State of Georgia.

Decontrol based upon the recommendation of the Local Advisory Board. Effective February 2, 1948, the application of the Controlled Housing Rent Regulation is terminated in the Waycross Defense-Rental Area.

22. Provisions relating to Tampa Defense-Rental Area, State of Florida.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective February 2, 1948, the maximum rents are increased in the amount of 15 percent for all housing accommodations in Tampa Defense-Rental Area for which the maximum rents were determined under sections 4 (a) and 4 (b) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, or which have been fixed by an order entered under section 5 of said regulation or under § 825.5 in cases in which section 5 or § 825.5 of the applicable regulation provides that the maximum rent should be determined on the basis of the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, except in cases in which the maximum rent has been established under § 825.4 (b) and in those cases in which the maximum rent has been adjusted on or after August 22, 1947, under § 825.5 (a) (12). All provisions of §§ 825.1 to 825.12, inclusive, insofar as they are applicable to the Tampa Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

23. Provisions relating to Dallas Defense-Rental Area, State of Texas.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective February 3, 1948, the maximum rents are increased in the amount of 4 percent for all housing accommodations in Dallas Defense-Rental Area for which the maximum rents were determined under sections 4 (a) and 4 (b) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, or which have been fixed by an order entered under section 5 of said regulation or under § 825.5 in cases in which section 5 or § 825.5 of the applicable regulation provides that the maximum rent should be determined on the basis of the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, except in cases in which the maximum rent has been established under § 825.4 (b) and in those cases in which the maximum rent has been adjusted on or after August 22, 1947, under § 825.5 (a) (12). All provisions of §§ 825.1 to 825.12, inclusive, insofar as they are applicable to the Dallas Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

24. Provisions relating to Cedar Rapids Defense-Rental Area, State of Iowa.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective February 4, 1948, the maximum rents are increased in the amount of 7 percent for all housing accommodations in the Cedar Rapids Defense-Rental Area, Iowa, for which the maximum rents were deter-

mined under section 4 (a) and 4 (b) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, or which have been fixed by an order entered under section 5 of said regulation or under § 825.5 in cases in which section 5 or § 825.5 of the applicable regulation provides that the maximum rent should be determined on the basis of the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, except in cases in which the maximum rent has been established under § 825.4 (b) and in those cases in which the maximum rent has been adjusted on or after August 22, 1947, under § 825.5 (a) (12). All provisions of §§ 825.1 to 825.12, inclusive, insofar as they are applicable to the Cedar Rapids Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

25. Provisions relating to Solano County, a part of the Richmond-Vallejo Defense-Rental Area, State of California.

Effective February 4, 1948, the application of the Controlled Housing Rent Regulation is terminated in Solano County, a part of the Richmond-Vallejo Defense-Rental Area, in respect to furnished rooms, not constituting an apartment, located within the residence occupied by the landlord or his immediate family. All provisions of the regulation, insofar as they are applicable to Solano County, a part of the Richmond-Vallejo Defense-Rental Area, are hereby amended to the extent necessary to carry this provision into effect.

26. Provisions relating to La Crosse Defense-Rental Area, State of Wisconsin.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective February 24, 1948, the maximum rents are increased in the amount of 8 percent for all housing accommodations in the La Crosse Defense-Rental Area, Wisconsin, for which the maximum rents were determined under sections 4 (a) and 4 (b) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, or which have been fixed by an order entered under section 5 of said regulation or under § 825.5 in cases in which section 5 or § 825.5 of the applicable regulation provides that the maximum rent should be determined on the basis of the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, except in cases in which the maximum rent has been established under § 825.4 (b) and in those cases in which the maximum rent has been adjusted on or after August 22, 1947, under § 825.5 (a) (12). All provisions of §§ 825.1 to 825.12, inclusive, insofar as they are applicable to the La Crosse Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

27. Provisions relating to the Burnett and Gilroy Judicial Townships of Santa Clara County, California, a portion of the San Jose Defense-Rental Area.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective February 25, 1948, the maximum rents for all housing accommodations in the Burnett and Gilroy Judicial Townships of Santa Clara County, California, a part of the San Jose Defense-Rental Area, shall be increased 4 percent except in cases in which the maximum rent has been established under § 825.4 (b). All provisions of §§ 825.1 to 825.12, inclusive, insofar as they are applicable to the San Jose Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

28. Provisions relating to Orange County, California, a portion of the Los Angeles Defense-Rental Area.

Increases in maximum rents based upon the recommendation of the Local Advisory

Board. Effective March 26, 1948, the maximum rents for all housing accommodations in Orange County, California, a part of the Los Angeles Defense-Rental Area, shall be increased 7 percent except in cases in which the maximum rent has been established under § 825.4 (b). All provisions of §§ 825.1 to 825.12, inclusive, insofar as they are applicable to the Los Angeles Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

29. Provisions relating to Kalamazoo County, Michigan, in the Kalamazoo-Battle Creek Defense-Rental Area.

Increase in maximum rents based upon the recommendation of the Local Advisory Board. Effective March 31, 1948, the maximum rents for all housing accommodations in Kalamazoo County, Michigan, in the Kalamazoo-Battle Creek Defense-Rental Area shall be increased 3 per cent except in cases in which the maximum rent has been established under § 825.4 (b). All provisions of §§ 825.1 to 825.12, inclusive, insofar as they are applicable to the Kalamazoo-Battle Creek Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

30. Provisions relating to the Galesburg Defense-Rental Area, State of Illinois.

Increase in maximum rents based upon the recommendation of the Local Advisory Board. Pursuant to the provisions of and subject to the limitations contained in the Housing and Rent Act of 1947, as amended, the maximum rents for all housing accommodations in the Galesburg Defense-Rental Area shall be increased 18 percent, effective September 1, 1948, except in cases in which the maximum rents have been adjusted under § 825.5 (a) (12) prior to September 1, 1948. All provisions of §§ 825.1 to 825.12, inclusive, insofar as they are applicable to the Galesburg Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

31. Provisions relating to the City of Petersburg, Virginia, a portion of the Petersburg Defense-Rental Area.

Increase in maximum rents based upon the recommendation of the Local Advisory Board. Pursuant to the provisions of and subject to the limitations contained in the Housing and Rent Act of 1947, as amended, the maximum rents are hereby increased, effective September 24, 1948, in the amount of 15 percent for all housing accommodations in the City of Petersburg, Virginia, a part of the Petersburg Defense-Rental Area, for which the maximum rents are determined under sections 4 (a) and 4 (b) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended, or which have been fixed by an order entered under section 5 of said regulation or § 825.5 in cases in which section 5 or § 825.5 of the applicable regulation provides that the maximum rent should be determined on the basis of the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date: *Provided, however,* That no increase is hereby authorized of maximum rents which have been adjusted under § 825.5 (a) (16) or which have been adjusted on or after August 22, 1947, under § 825.5 (a) (12). All provisions of §§ 825.1 to 825.12, inclusive, insofar as they are applicable to the Petersburg Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

Effective date. This Controlled Housing Rent Regulation shall become effective July 1, 1947. [Originally issued June 30, 1947.]

CONTROLLED HOUSING RENT REGULATION FOR NEW YORK CITY DEFENSE-RENTAL AREA

§ 825.21 *Definitions and scope of §§ 825.21 to 825.32, inclusive.* "Act" means the Housing and Rent Act of 1947, as amended.

"Expediter" means the Housing Expediter or the Rent Director or such other person or persons as the Expediter may appoint or designate to carry out any of the duties delegated to him by the act.

"Rent Director" means the person designated by the Expediter as director of the defense-rental area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Expediter.

"Local Advisory Board" means a board created in a defense-rental area, or a part thereof, the members of which are appointed by the Housing Expediter upon recommendations made by the Governor or as otherwise required by section 204 (c) of the Housing and Rent Act of 1947, as amended.

"Area rent office" means the office of the Rent Director in the defense-rental area.

"Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

"Housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use of or occupancy of such property.

"Controlled housing accommodations" means any housing accommodation in any defense-rental area which is not specifically exempted from control or decontrolled under §§ 825.21 to 825.32, inclusive.

"Services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

"Landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodation, or an agent of any of the foregoing.

"Tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

"Rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for or in connection with the use or occupancy of housing accommodations or the transfer of a lease of such accommodations.

"Hotel" means any establishment which is commonly known as a hotel in the community in which it is located and which provides customary hotel services.

"Motor court" means an establishment renting rooms, cottages or cabins; supplying parking or storage facilities for

motor vehicles in connection with such renting and other services and facilities customarily supplied by such establishments; and commonly known as a motor, auto or tourist court in the community.

"Tourist home" means a rooming house which caters primarily to transient guests and is known as a tourist home in the community.

"Rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel or motor court in which a furnished room or rooms not constituting an apartment are rented on a short term basis of daily, weekly or monthly occupancy to more than two paying tenants, not members of the landlord's immediate family. The term includes boarding houses, dormitories, trailers not a part of a motor court, residence clubs and all other establishments of a similar nature, including tourist homes.

"Maximum rent date" means March 1, 1943, the maximum rent date for the New York City Defense-Rental Area as established under the Emergency Price Control Act of 1942, as amended.

"Date determining maximum rent" means the date as of which a maximum rent was determined for any particular housing accommodation in accordance with the Emergency Price Control Act of 1942, as amended, and the regulations issued thereunder, or under § 825.24 (b), (c), or (e), whichever is applicable.

"Effective date of regulation" means November 1, 1943, the effective date of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, for the New York City Defense-Rental Area. The term "Rent Regulation for Housing," as used in §§ 825.21 to 825.32, inclusive, means the Rent Regulation for Housing for the New York City Defense-Rental Area.

(a) *Housing and defense-rental area to which §§ 825.21 to 825.32, inclusive, apply.* Sections 825.21 to 825.32, inclusive, apply to all housing accommodations in the New York City Defense-Rental Area, consisting of the City of New York (including the boroughs of Bronx, Brooklyn, Manhattan, Queens, and Richmond) and the counties of Nassau and Suffolk in the State of New York, except as provided in paragraph (b) of this section. The New York City Defense-Rental Area is referred to hereinafter in §§ 825.21 to 825.32, inclusive, as the "defense-rental area."

(b) *Decontrolled and exempted housing to which §§ 825.21 to 825.32, inclusive, do not apply—*(1) *Exempted housing.* Sections 825.21 to 825.32, inclusive, do not apply to the following:

(i) *Farming tenants.* Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon.

(ii) *Service employees.* Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part or all of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part.

(iii) *Accommodations subject to the Rent Regulation for Controlled Rooms*

in Rooming Houses and other Establishments. Rooms or other housing accommodations subject to §§ 825.101 to 825.112, inclusive.

(iv) *Structures subject to underlying leases.* (a) Entire structures or premises wherein more than 25 rooms are rented or offered for rent by any lessee, sublessee or other tenant of such entire structure or premises, except as provided in (c) of this subdivision (iv).

(b) Entire structures or premises where 25 or less rooms are rented or offered for rent by a lessee, sublessee, or other tenant of such entire structures or premises: *Provided*, That all of the housing accommodations in such structures or premises are exempt or decontrolled under the provisions of this section and are not subject to §§ 825.101 to 825.112, inclusive.

(c) Sections 825.21 to 825.32, inclusive, do apply to an underlying lease of any entire structure or premises which was entered into after the maximum rent date and prior to the effective date of the regulation while such lease remains in force with no power in the tenant to cancel or otherwise terminate the lease, unless all of the housing accommodations in such structure are exempt or decontrolled under the provisions of this section and are not subject to §§ 825.101 to 825.112, inclusive.

(v) *Rented to National Housing Agency.* Housing accommodations rented to the United States acting by the National Housing Agency: *Provided, however*, That §§ 825.21 to 825.32, inclusive, do apply to a sublease or other sub-renting of such accommodations or any part thereof.

(vi) *Resort housing; summer resort housing.* Housing accommodations located in a resort community and customarily rented or occupied on a seasonal basis prior to October 1, 1945, which were not rented during any portion of the period beginning on November 1, 1943, and ending on February 29, 1944.

This exemption shall be effective only from June 1 to September 30, inclusive.

(2) *Decontrolled housing.* Sections 825.21 to 825.32, inclusive, do not apply to the following:

(i) *Accommodations in hotels, motor courts, trailers and trailer spaces, and tourist homes.* (a) Housing accommodations in a hotel (see definition of hotel in this section) which on June 30, 1947, were occupied by persons to whom were provided customary hotel services such as maid service, furnishing and laundering of linen, telephone and secretarial or desk service, use and upkeep of furniture and fixtures, and bellboy services (not necessarily all the types of services named need be provided in all cases, as long as enough are provided to constitute customary hotel services usually supplied in establishments commonly known as hotels in the community where they are located); (b) housing accommodations in establishments which were motor courts on June 30, 1947; (c) housing accommodations located in trailers and ground space rented for trailers; and (d) housing accommodations in any tourist home serving transient guests exclusively on June 30, 1947.

Reporting requirements. Every landlord of housing accommodations referred to in (a) and (d) of this subdivision (1), who has not filed an application for decontrol prior to April 1, 1948, shall on or before June 1, 1948 file in the area rent office a report of decontrol of such accommodations on a form provided by the Expediter.

(ii) *Accommodations created by new construction or conversion.* (a) Housing accommodations the construction of which was completed on or after February 1, 1947, or which are additional housing accommodations created by conversion on or after February 1, 1947: *Provided, however*, That maximum rents established under the Veteran's Emergency Housing Act for priority constructed housing accommodations completed on or after February 1, 1947, shall continue in full force and effect if such accommodations are being rented to veterans of World War II or their immediate families who, on June 30, 1947, either (1) occupied such housing accommodations, or (2) had a right to occupy such housing accommodations at any time on or after July 1, 1947, under any agreement whether written or oral; (b) housing accommodations the construction of which was completed on or after February 1, 1945, and prior to February 1, 1947, and which between the date of completion and June 30, 1947, both dates inclusive, at no time were rented (other than to members of the immediate family of the landlord) as housing accommodations.

For the purposes of this subdivision (ii) the time at which construction of housing accommodations shall be deemed to be "completed" shall be the date on which the dwelling is first suitable for occupancy and all utility and service connections have been made, except for the installation of such items and the completion of such decoration work as, in accordance with the custom of the community, are left for installation by, or to the choice of, the purchaser or the tenant; and the word "conversion" means (1) a change in a structure from a non-housing to a housing use or (2) a structural change in a residential unit or units involving substantial alterations or remodeling and resulting in the creation of additional housing accommodations.

(iii) *Accommodations not rented for two-year period.* Housing accommodations which for any successive 24-month period during the period February 1, 1945, to March 30, 1948, both dates inclusive, were not rented (other than to members of the immediate family of the landlord) as housing accommodations.

(iv) *Non-housekeeping furnished accommodations.* Non-housekeeping, furnished housing accommodations, located within a single dwelling unit not used as a rooming or boarding house, but only if no more than two paying tenants, not members of the landlord's immediate family live in such dwelling unit, and the remaining portion of such dwelling unit is occupied by the landlord or his immediate family. (See definition of rooming house in this section.)

(v) *Leased accommodations.* (a) Except as hereinafter provided in this

subdivision (v), housing accommodations concerning which a landlord and tenant on or before December 31, 1947, voluntarily entered into a valid written lease in good faith and such lease took effect on or after July 2, 1947, but before January 1, 1948, and such lease by its terms expires on or after December 31, 1948, and provided for a rent not in excess of 15 percent above the maximum rent in effect prior to the effective date of such lease and a true and duly executed copy of such lease was filed with the Housing Expediter within 15 days after the date of execution thereof.

(b) Except as hereinafter provided in this subdivision (v), housing accommodations concerning which a landlord and tenant (including landlords and tenants who have executed leases in accordance with (a) of this subdivision (v) and including any new tenant) on or before December 31, 1948, voluntarily enter into a valid written lease in good faith for a rent not in excess of 15 percent over the maximum rent which in the absence of a lease would be in effect with respect thereto on March 30, 1948, plus or minus the amount of any adjustment under § 825.25, and such lease takes effect on or after April 1, 1948, and expires on or after December 31, 1949, and a true and duly executed copy of such lease is filed with the Expediter within 15 days after the date of execution of such lease.

Exceptions to (a) and (b) of this subdivision (v). All housing accommodations referred to in (a) of this subdivision (v) shall be subject to §§ 825.21 to 825.32, inclusive, unless the lease provided for the same living space, services, furniture, furnishings and equipment with the housing accommodations as were required to be provided by §§ 825.21 to 825.32, inclusive, prior to the effective date of the lease.

All housing accommodations referred to in (b) of this subdivision (v) shall be subject to §§ 825.21 to 825.32, inclusive, unless the lease provides for the same living space, services, furniture, furnishings, and equipment with the housing accommodations which in the absence of a lease would be required to be provided by §§ 825.21 to 825.32, inclusive, on March 30, 1948, plus or minus such living space, services, furniture, furnishings and equipment as have thereafter been added or removed and for which increase or decrease an order adjusting the maximum rent has been issued by the Expediter.

All housing accommodations referred to in (a) and (b) of this subdivision (v) shall be subject to §§ 825.21 to 825.32, inclusive, if the lease is terminated or expires on or after April 1, 1948, and before March 31, 1949, unless a subsequent lease entered into under the provisions of (b) of this subdivision (v) is in force.

Reporting requirements. A landlord shall file form D-92-Registration of Lease—in triplicate with the true and duly executed copy of the lease required to be filed in (b) of this subdivision (v).

A landlord shall file a report in the Area Rent Office on a form provided by the Expediter of any termination of a lease referred to in (a) or (b) of this

subdivision (v) prior to the expiration date of the lease. Such report shall be filed within fifteen days after such termination or fifteen days after April 1, 1948, whichever is later.

(c) *Effect of §§ 825.21 to 825.32, inclusive, on leases and other rental agreements.* The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with §§ 825.21 to 825.32, inclusive.

(d) *Waiver of benefit void.* An agreement by the tenant to waive the benefit of any provision of §§ 825.21 to 825.32, inclusive, is void. A tenant shall not be entitled by reason of §§ 825.21 to 825.32, inclusive, to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of §§ 825.21 to 825.32, inclusive.

§ 825.22 *Prohibition against higher than maximum rents.*—(a) *General prohibition.* Regardless of any contract, agreement, lease, or other obligation heretofore or hereafter entered into, no person shall offer, demand or receive any rent for or in connection with the use or occupancy on and after the effective date of §§ 825.21 to 825.32, inclusive, of any housing accommodations within the defense-rental area higher than the maximum rents provided by §§ 825.21 to 825.32, inclusive; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. A reduction in the services, furniture, furnishings or equipment required under § 825.23 shall constitute an acceptance of rent higher than the maximum rent. Lower rents than those provided by §§ 825.21 to 825.32, inclusive, may be demanded or received.

(b) *Lease with option to buy.* Where a lease of housing accommodations was entered into prior to November 1, 1943, and the tenant as a part of such lease or in connection therewith was granted an option to buy the housing accommodations which were the subject of the lease, with the further provision that some or all of the payments made under the lease should be credited toward the purchase price in the event such option is exercised, the landlord, notwithstanding any other provision of §§ 825.21 to 825.32, inclusive, may be authorized to receive payment made by the tenant in accordance with the provisions of such lease and in excess of the maximum rent for such housing accommodations. Such authority may be secured only by a written request of the tenant to the area rent office and shall be granted by order of the Expediter if he finds that such payments in excess of the maximum rent will not be inconsistent with the purposes of the act or §§ 825.21 to 825.32, inclusive, and would not be likely to result in the circumvention or evasion thereof. After entry of such order the landlord shall be authorized to demand, receive and retain, and the tenant shall be authorized to offer, payments provided by the lease in excess of the maximum rent for periods commencing on or after November 1, 1943. After entry of such order, the provisions of the lease may be enforced in accordance with law, notwithstanding any other provision of §§ 825.21 to 825.32,

inclusive. Nothing in this paragraph shall be construed to authorize the landlord to demand or receive, or the tenant to offer, payments in excess of the maximum rent in the absence of an order of the Expediter as herein provided. Where a lease of housing accommodations has been entered into on or after November 1, 1943, and the tenant as a part of such lease or in connection therewith has been granted an option to buy the housing accommodations which are the subject of the lease, the landlord, prior to the exercise by the tenant of the option to buy, shall not demand or receive, nor shall the tenant offer, payments in excess of the maximum rent, whether or not such lease allocates some portion or portions of the periodic payments therein provided as payments on or for the option to buy.

(c) *Security deposits.*—(1) *General prohibition.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand, receive or retain a security deposit for or in connection with the use or occupancy of housing accommodations within the defense-rental area except as provided in this paragraph (c). The term "security deposit," in addition to its customary meaning, includes any prepayment of rent except payment in advance of the next periodic installment of rent for a period no longer than one month but shall not include rent voluntarily prepaid subsequent to possession by a tenant under a written lease for his own convenience.

(2) *Maximum rent established under section 4 (a) or (b) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (a) or (b), no security deposit shall be demanded, received, or retained except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement in effect on the date determining the maximum rent established under said section 4 (a) or (b).

(3) *Maximum rent established under section 4 (c) or (d) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (c) or (d), no security deposit shall be demanded, received, or retained except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement under which the accommodations were first rented or in any order heretofore or hereafter entered. Where such lease or other rental agreement provided for a security deposit, the Expediter at any time, on his own initiative or on application of the tenant, may order a decrease in the amount of such deposit or may order its elimination.

(4) *Maximum rent established under section 4 (e) of the Rent Regulation for*

Housing issued pursuant to the Emergency Price Control Act of 1942, as amended. Where the maximum rent of the housing accommodations is or initially was established under said section 4 (e), no security deposit shall be demanded or received.

(5) *Maximum rent established under section 4 (f) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (f), no security deposit shall be demanded, received, or retained.

(6) *Maximum rent established under section 4 (g) or (h) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (g) or (h), no security deposit shall be demanded or received, except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement in effect on September 1, 1944. Where such accommodations were or are first rented after September 1, 1944, no security deposit shall be demanded, received, or retained.

(7) *Deposits to secure the return of certain movable articles.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may petition for an order authorizing the demand and receipt of a deposit to secure the return of movable articles. If the landlord shows that he has a special need therefor, the Expediter may enter an order authorizing a security deposit, not in excess of ten dollars, to secure the return of the movable articles specified in the order.

(8) *Deposits on certain leased furnished accommodations.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may demand, receive, and retain as a security deposit the rent for the last rental period of the term, not exceeding one month, where a newly constructed housing accommodation is, or was, rented and occupied for the first time after March 25, 1947, fully furnished, under a written lease, or where such newly constructed housing accommodation was rented and occupied for the first time on or prior to March 25, 1947, fully furnished, under a written lease, and was constructed with a priority rating or under specific authorization by the United States or any agency thereof for which the rent was approved by the United States or any agency thereof and the entire project covered by the single priority application of which the housing accommodation was a part was not completed until after March 25, 1947.

(9) *Deposits based on prior rental practices.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may demand, receive, and retain, in the case of any rental agreement entered into on or after April 1, 1943, a security deposit, if said deposit does not exceed the rent for one month in addition to the otherwise authorized collec-

tion of rent in advance, if the demand, collection or retention of such a security deposit was an accepted rental practice, prior to January 30, 1942, in the area in which the premises are located, or was customarily required before that date by the same landlord in the renting of the particular housing accommodations involved, and if the tenant is allowed, under the terms of the rental agreement, to occupy the premises for the period covered by the security deposit without further payment of rent. Each area rent director shall determine the rental practice or practices, prior to January 30, 1942, with reference to such security deposits in the particular area or any portion thereof.

§ 825.23 *Minimum space, services, furniture, furnishings, and equipment.* Except as set forth in § 825.24 (e) or § 825.25 (b) or as otherwise provided in this section, every landlord shall, as a minimum, provide with housing accommodations the same living space, services, furniture, furnishings, and equipment as he was required to provide by §§ 825.21 to 825.32, inclusive, on March 31, 1948.

Where the maximum rent is determined under § 825.24 (b) (1), the landlord shall, as a minimum, provide with the housing accommodations the same living space, services, furniture, furnishings, and equipment as he was required to provide by §§ 825.21 to 825.32, inclusive, prior to the effective date of the lease.

Where the maximum rent is determined under § 825.24 (b) (2), the landlord shall, as a minimum, provide with the housing accommodations the same living space, services, furniture, furnishings, and equipment as he would be required to provide by §§ 825.21 to 825.32, inclusive, in the absence of a lease on March 30, 1948, plus or minus such living space, services, furniture, furnishings, and equipment as have thereafter been added or removed and for which increase or decrease an order adjusting the maximum rent has been issued by the Expediter.

§ 825.24 *Maximum rents*—(a) *Maximum rents in effect on June 30, 1947.* The maximum rent for any housing accommodation under §§ 825.21 to 825.32, inclusive, (unless and until changed by the Expediter as provided in § 825.25), shall be the maximum rent which was in effect on June 30, 1947, as established under the Emergency Price Control Act of 1942, as amended, and the applicable rent regulation issued thereunder, except as otherwise provided in this section.

(b) *Maximum rent on termination of lease.* (1) For housing accommodations concerning which a lease as described in § 825.21 (b) (2) (v) (a) was in effect, but is terminated on or after April 1, 1948, but before March 31, 1949, the maximum rent shall be the rent provided by the lease or the maximum rent which would have been in effect for said accommodations on March 30, 1948, in the absence of such lease, whichever is higher.

(2) For housing accommodations concerning which a lease as described in § 825.21 (b) (2) (v) (b) was in effect and is terminated before March 31, 1949,

the maximum rent shall be the rent provided by the lease.

(c) *First rent after June 30, 1947 (see also paragraph (e) of this section.* For controlled housing accommodations first rented on or after July 1, 1947, the maximum rent shall be the first rent for such accommodations. Within 30 days after so renting, the landlord shall register the accommodations as provided in § 825.27. The Expediter may order a decrease in the maximum rent as provided in § 825.25 (c) (1) and (6).

If the landlord fails to file a proper registration statement within the time specified, the rent received for any rental period commencing on or after the date of the first renting shall be received, subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order under § 825.25 (c) (1) or (6). Such amount shall be refunded to the tenant within 30 days after the date of the issuance of the order unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). If the Expediter finds that the landlord was not at fault in failing to file a proper registration statement within the time specified, the order under § 825.25 (c) may relieve the landlord of the duty to refund. The landlord shall have the duty to refund only if the order under § 825.25 (c) is issued in a proceeding commenced by the Expediter within 3 months after the date of filing of such registration statement.

(d) *Housing subject to rent schedule of War or Navy Department.* Where housing accommodations on June 30, 1947, are rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments for which the rent is fixed by the national rent schedule of the War and Navy Departments, and on or after July 1, 1947, the rents on such housing accommodations cease to be governed by the national rent schedule of the War or Navy Departments, the maximum rents shall be those which would have been applicable under the appropriate subsection of section 4 of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, or shall be established under paragraph (c) of this section.

(e) *Increase or decrease in space on or after April 1, 1948.* Where housing accommodations are changed on or after April 1, 1948, by a substantial increase or decrease in dwelling space, the maximum rent for the housing accommodations resulting from such change shall be the first rent charged after such change: *Provided, however,* That the Expediter at any time may order a decrease in the maximum rent as provided in § 825.25 (c) (1) and (6): *And provided further,* That the rent received for any rental period commencing on or after the date of the first renting shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order under § 825.25 (c) (1) or (6). Such amount shall be refunded within 30 days after the date of the issuance of the order

unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). The order entered by the Expediter shall fix the maximum rent retroactively to the date of first renting after such change. The landlord shall, within 30 days after renting said accommodations, file a proper registration statement in the area office in accordance with the provisions of § 825.27. The landlord shall have the duty to refund only if the order under this section is issued in a proceeding commenced by the Expediter within 3 months after the date of filing of such registration statement.

§ 825.25 *Adjustments and other determinations.* This section sets forth specific standards for the adjustment of maximum rents. In applying these standards and entering orders increasing or decreasing maximum rents, the Expediter shall give full consideration to the correction of inequities in maximum rents and the purposes and provisions of the Housing and Rent Act of 1947, as amended.

In the circumstances enumerated in this section, the Expediter may issue an order changing the maximum rents otherwise allowable or the minimum space, services, furniture, furnishings or equipment required, except in cases where an order increasing or decreasing the maximum rent on the same facts and grounds was entered under the rent regulations issued pursuant to the Emergency Price Control Act of 1942, as amended.

In making adjustments under this section, recommendations of local advisory boards shall be approved within 30 days if appropriately substantiated and in accordance with applicable law and regulations. If any recommendation cannot be acted upon within 30 days the board shall be notified in writing of the reasons therefor.

In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, an increase or decrease in the number of subtenants or other occupants, or a deterioration, the adjustment in the maximum rent shall be the amount the Expediter finds would have been on the maximum rent date, the difference in the rental value of the housing accommodations by reason of such change: *Provided, however,* That no adjustment shall be ordered where it appears that the rent on the date determining the maximum rent was fixed in contemplation of and so as to reflect such change.

In all other cases except those under paragraphs (a) (7), (12), (13), (14), (15), (c) (6), (8) and (9) of this section, the adjustment shall be on the basis of the rent which the Expediter finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date: *Provided,* That in cases under paragraphs (a) (6) and (c) (5) of this section, the adjustment may be on the basis of the rental agreement in force on the date determining the maximum rent: *Provided further,* That in cases under paragraphs (a) (3), (c) (1) and (3) of this

section involving an increase or decrease in living space, the adjustment shall be either the amount the Expediter finds would have been on the maximum rent date the difference in the rental value of the housing accommodations by reason of such change or on the basis of the rent which the Expediter finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date, whichever is higher; *And provided further*, That in cases under paragraph (i) of this section the adjustment shall be in the amount necessary to correct the error.

In cases involving construction, appropriate allowance shall be made for general increases in costs of construction in the defense-rental area since 1939.

In cases under paragraphs (a) (7), (14), and (c) (6) of this section, the adjustment shall be on the basis of the rents which the Expediter finds were generally prevailing in the defense-rental area for comparable housing accommodations during the year ending on September 30, 1943.

In cases under paragraph (a) (3) of this section appropriate allowance shall be made for general increases in costs of services, furniture, furnishings or equipment in the defense-rental area since the maximum rent date.

In cases under paragraph (c) (8) of this section the adjustment shall be on the basis of the average rent during the period of occupancy of the lease or other rental agreement in effect on the date determining the maximum rent.

In cases under paragraph (a) (12) of this section, the adjustment in the maximum rent shall be in the amount necessary to relieve the substantial hardship.

In cases under paragraph (c) (9) of this section, the adjustment in the maximum rent shall be in the amount the Expediter finds warranted by the modification or elimination of the necessity for the increase in the maximum rent granted under paragraph (a) (12) of this section: *Provided*, That no decrease shall be ordered in an amount greater than the adjustment ordered under paragraph (a) (12) of this section.

In cases under paragraph (a) (13) of this section the adjustment shall be in the amount of the difference between the rent on the date determining the maximum rent and the rent agreed upon by the landlord and tenant as a result of a continuous process of bargaining on interrelated matters.

In cases under paragraph (a) (15) of this section the adjustment shall be the amount of the rent increase granted by the appropriate agency of the United States.

In cases under paragraph (a) (16) of this section, the adjustment shall be in the amount necessary to relieve the controlled rental units of their share of the operating loss.

In all cases under paragraph (a) of this section the adjustment in the maximum rent shall be effective as of the date of the filing of the landlord's petition.

(a) *Grounds for increase of maximum rent.* Any landlord may file a petition for adjustment to increase the maximum

rent otherwise allowable only on the grounds that:

(1) *Major capital improvement after effective date.* There has been on or after the effective date of the rent regulation for housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) *Change prior to maximum rent date.* There was, on or prior to the maximum rent date, a substantial change in the housing accommodations by a major capital improvement, as distinguished from ordinary repair, replacement, and maintenance or a substantial increase in the services, furniture, furnishings, or equipment, and the rent on the maximum rent date was fixed by a lease or other rental agreement which was in force at the time of such change or increase.

(3) *Substantial increase in space, services, furniture, furnishings or equipment.* There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent or a substantial increase in the living space since June 30, 1947. No increase in the maximum rent shall be ordered on the ground set forth in this paragraph (a) (3) unless the increase in living space, services, furniture, furnishings or equipment occurred with the consent of the tenant or while the accommodations were vacant: *Provided*, That an adjustment may be ordered, although the tenant refuses to consent to the increase in living space, services, furniture, furnishings or equipment, if the Expediter finds that such increase (i) is reasonably required for the operation of a multiple dwelling structure or other structure of which the accommodations are a part or (ii) is necessary for the preservation or maintenance of the accommodations.

(4) [Revoked.]

(5) [Revoked.]

(6) *Varying rents.* The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a higher rent at other periods during the term of such lease or agreement.

(7) *Seasonal rents.* The rent on the date determining the maximum rent was substantially lower than at other time of year by reason of seasonal demand, or seasonal variations in the rent, for such housing accommodations. In such cases the Expediter's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(8) *Substantial increase in occupancy.* (i) There has been, since the date determining the maximum rent a substantial increase in the number of subtenants or other persons occupying the accommodations or a part thereof under a rental agreement with the tenant.

(ii) There has been, since the date determining the maximum rent a substantial increase in the number of occupants, in excess of normal occupancy for that

class of accommodations on the maximum rent date.

(iii) There has been, since the date determining the maximum rent an increase in the number of occupants over the number contemplated by the rental agreement on the date determining the maximum rent, where the landlord on that date had a regular and definite practice of fixing different rents for the accommodations for different numbers of occupants.

(9) [Revoked.]

(10) *Priority rating granted on September 1941 application form of Office of Production Management.* The maximum rent for the housing accommodations was originally established under section 4 (f) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, the application for priority rating for the construction of the housing accommodations was filed on the September 1941 form in use by the Office of Production Management prior to the revision of this form on December 15, 1941, the landlord did not make, prior to the maximum rent date, or, if the accommodations were not rented on that date, prior to the first renting of the accommodations after that date, a written request to the appropriate agency of the United States to approve a higher rent than the rent initially approved because of increased costs of construction, and the maximum rent for the accommodations is substantially lower than the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, giving due consideration to general increases in costs of construction, if any, in the defense-rental area since the maximum rent date.

This paragraph (a) (10) shall apply only to housing accommodations which were first rented prior to March 29, 1944.

(11) *Inequitable rents.* The rent on the date determining the maximum rent was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

(12) *Substantial hardship from increase in operating expenses.* The landlord is suffering a substantial hardship because his present net income for the property is less than his average annual net income for a prior base period due to an unavoidable increase in operating expenses. A petition for adjustment under this section must be filed on Form D-58 or D-58A, whichever is appropriate, provided by the Expediter, in accordance with instructions contained therein.

In proper cases increase in payroll and property taxes in effect on the date of the filing of the petition may be considered by the Expediter in determining whether substantial hardship exists.

For the purposes of this paragraph (a) (12), the terms:

(i) "Property" includes one or more structures operated as a single unit or enterprise.

(ii) "Present net income" means the amount determined by subtracting the operating expenses for the current year from the present annual income.

(iii) "Operating expenses" means all property taxes and other operating costs, including depreciation, but excluding interest, necessary to the operation and maintenance of the property properly chargeable and allocated to the current year, or base period, as the case may be.

(iv) "Current year" means: (a) the most recent calendar or fiscal year used by the landlord; or (b) any 12 consecutive months ending not more than 90 days prior to the date of the filing of the petition; *Provided, however*, That if an allowance is requested for increase in payroll or property taxes not fully reflected in the "current year" as defined above, at least one calendar month must have passed between the end of the current year and the beginning of the month in which the petition is filed.

(v) "Present annual income" means the legal monthly rent for all units in the premises, both residential and commercial, on the date the petition is filed, multiplied by 12, together with any other income earned from the operation of the property during the current year. In any case where an uncontrolled rental unit is vacant, or is occupied in whole or in part rent free on such date, the full rental value shall be considered the legal rent. In any case where a unit was rented on a seasonal or varying rental basis during the year ending on the date the petition was filed, the average monthly rental during such year shall be considered the legal rent.

(vi) "Net income for the base period" means the amount determined by subtracting operating expenses for the base period from total income for the base period.

(vii) "Base period" means any period of two consecutive years prior to the current year but not beginning before January 1, 1939, which the Expediter finds to be representative of the property's normal operations; *Provided, however*, That where a representative period of two consecutive years is not available, the Expediter in his discretion may, for the purpose of this section, accept a representative period of not less than one year; *And provided further*, That where a previous adjustment was granted under this paragraph (a) (12) the base period shall be the current year used in obtaining that adjustment, except that the total income shall be appropriately adjusted in accordance with the previous adjustment.

(viii) "Total income for the base period" means total rental and other income earned from the property and the full rental value of any accommodations in the property occupied in whole or in part rent free.

In making adjustments under this paragraph (a) (12), the Expediter shall take into consideration any adjustments in maximum rents ordered after the date the petition is filed, as well as any leases which are in effect under section 204 (b) of the Housing and Rent Act of 1947, as amended.

No adjustment shall be granted under this paragraph (a) (12) with respect to housing accommodations regularly rented to employees of the landlord (so-called company housing).

In any case where a petition for adjustment under this paragraph (a) (12)

was pending on June 30, 1948, the landlord may elect to have the petition processed under this section as it read prior to its amendment on July 10, 1948.

(13) *Rented to an employee of landlord.* The housing accommodations were rented to an employee of the landlord both on the date determining the maximum rent and at the time the order under this paragraph (a) (13) is issued, and after the date determining the maximum rent but prior to the effective date of regulation the landlord and tenant agreed, as the result of a continuous process of bargaining on interrelated matters, upon a wage increase and a rent increase, and the wage increase agreed upon has been put into effect.

(14) *Changes from year-round to seasonal renting.* The accommodations are located in a resort community, are primarily adapted to occupancy on a seasonal basis, are vacant and the establishment of seasonal variations in the rent would not, in the opinion of the area rent director, be inconsistent with the purposes of the act.

(15) *Approval of higher rents for priority constructed housing.* The maximum rent was established under section 4 (f) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended, and prior to final completion of all units included in a single priority application, but subsequent to the first renting of said accommodations, the landlord made a written request to the appropriate agency of the United States to approve a higher rent than the rent initially approved because of increased costs of construction, and a higher rent was approved by such agency.

(16) *Landlord operating at a loss.* The landlord is operating at a loss. A landlord shall be considered to be operating at a loss if his operating expenses for the premises for the current year exceed his total annual income for such premises. A petition for adjustment under this section must be filed on form D-99, provided by the Expediter, and in accordance with instructions contained therein.

For the purposes of this paragraph (a) (16), the term:

(i) "Operating expenses" includes all property taxes and other operating costs, including depreciation (but excluding interest) necessary to the operation and maintenance of the premises properly chargeable and allocated to the "current year."

(ii) "Total annual income" means "present annual scheduled rental income" plus any other income earned from the operation of the premises during the current year.

(iii) "Present annual scheduled rental income" means the legal monthly rent for all units in the premises, both residential and commercial, on the date the petition is filed, multiplied by 12. In any case where an uncontrolled rental unit is vacant, or is occupied in whole or in part rent free on such date, the full rental value shall be considered the legal rent, and in any case where a unit was rented on a seasonal or varying rental basis during the year, ending on the date the petition was filed, the average

monthly rent during such year shall be considered the legal rent.

(iv) "Current year" means any 12 consecutive months ending not more than 90 days prior to the date of the filing of the petition; *Provided, however*, that such current year must extend at least 6 months beyond the last date of the "current year" used in a previous petition on which an adjustment was granted due to operating loss.

(v) "Depreciation" means any one of the following:

The amount shown on the landlord's income tax return to the United States Bureau of Internal Revenue for the year including the maximum rent date; or,

Two and one-half percent of the value at which the building was assessed for tax purposes on the maximum rent date; or if it was not in existence on the maximum rent date, two and one-half percent of the first assessed value of the building; or,

The amount derived by multiplying the present annual scheduled rental income by the appropriate percentage as follows:

	Percent
For one or two-unit structures.....	21
For three or four-unit structures.....	16
For five or more unit structures.....	11

In making adjustments under this section the Expediter shall take into consideration any adjustments in maximum rents after the date the petition is filed, as well as any leases which are in effect under section 204 (b) of the Housing and Rent Act of 1947, as amended.

No adjustment shall be granted under this section with respect to housing accommodations regularly rented to employees of the landlord (so-called company housing).

(b) *Decreases in minimum services, furniture, furnishings, equipment, and space.* (1) *Requirements for petition and order, or report.* The landlord shall, until the accommodations become vacant, maintain the minimum services, furniture, furnishings, and equipment as required under § 825.23, unless and until he has filed a petition to decrease the services, furniture, furnishings, or equipment and an order permitting a decrease has been entered thereon. When the accommodations become vacant, the landlord may on renting to a new tenant decrease the services, furniture, furnishings, or equipment below the minimum; within 10 days after so renting the landlord shall file a written report with the area rent director showing such decrease.

(2) *Adjustment in maximum rent for decreases on and after April 1, 1948.* The order on any petition under this paragraph (b) may require an appropriate adjustment in the maximum rent; and any maximum rent for which a report is required by this paragraph (b) may be decreased in accordance with the provisions of paragraph (c) (3) of this section.

If the landlord fails to file the report required by this paragraph (b) within the time specified, or decreases the services, furniture, furnishings, or equipment without an order authorizing such decrease where such order is required, the rent received by the landlord for any rental period commencing on or after such decrease or April 1, 1948, whichever

is the later, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order decreasing the maximum rent on account of such decrease in services, furniture, furnishings, or equipment. Such amount shall be refunded to the tenant within 30 days after the date of issuance of the order unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). If the Expediter finds that the landlord was not at fault in failing to comply with this paragraph (b), the order may relieve the landlord of the duty to refund.

(3) *Adjustment in maximum rent for decreases prior to April 1, 1948.* Where a landlord decreased living space, services, furniture, furnishings, or equipment before April 1, 1948, while the accommodations were occupied, or decreased the living space, services, furniture, furnishings, or equipment during such period while the accommodations were vacant, and failed or fails to file a petition or a written report as was required by the provisions of this paragraph (b) prior to April 1, 1948, the rent received by the landlord for any rental period commencing on or after such decrease or July 1, 1947, whichever is later, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order decreasing the maximum rent on account of such decrease in living space, services, furniture, furnishings, or equipment. Such amount shall be refunded to the tenant within 30 days after the date of issuance of the order, unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). If the Expediter finds that the landlord was not at fault in failing to comply with the provisions of this paragraph (b) in effect prior to April 1, 1948, the order may relieve the landlord of the duty to refund.

(c) *Grounds for decrease of maximum rent.* The Expediter at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable only on the grounds that:

(1) *Rent higher than rents generally prevailing.* The maximum rent for housing accommodations established under paragraph (c), (d), (e), or (g), of section 4 of the Rent Regulation for Housing for the New York City Defense-Rental Area, issued pursuant to the Emergency Price Control Act of 1942, as amended, or under § 825.24 (c) or (e) is higher than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

Where the maximum rent for said housing accommodations was originally established under paragraph (c), (d), or (e), of section 4 of the Rent Regulation for Housing for the New York City Defense-Rental Area, issued pursuant to the Emergency Price Control Act of 1942, as amended, and the landlord failed, due to his fault, to file a timely proper registration statement, the rent received for any rental period commencing on or after

July 1, 1947 shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order under this section. Such amount shall be refunded to the tenant within 30 days after the date of the issuance of the order, unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). The landlord shall have the duty to refund only if the order under this section is issued in a proceeding commenced by the Expediter within 3 months after the date of filing of such registration statement.

(2) *Substantial deterioration.* There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) *Decrease in space, services, furniture, furnishings or equipment.* There has been a decrease in the minimum services, furniture, furnishings or equipment required by § 825.23 since the date or order determining the maximum rent or a substantial decrease in the living space since June 30, 1947, but before April 1, 1948.

(4) *Special relationship between landlord and tenant or peculiar circumstances.* The rent on the date determining the maximum rent was materially affected by the blood, personal, or other special relationship between the landlord and tenant, or by peculiar circumstances and as a result was substantially higher than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

(5) *Varying rents.* The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a lower rent at other periods during the term of such lease or agreement: *Provided*, That this subparagraph shall not apply to cases covered by paragraph (c) (8) of this section.

(6) *Seasonal rent.* The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand or seasonal variations in the rent, for such housing accommodations. In such cases the Expediter's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(7) *Substantial decrease in occupancy.* There has been a substantial decrease in the number of subtenants or other occupants since an order under paragraph (a) (8) of this section or section 5 (a) (8) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended.

(8) *Rent concession.* The rent on the date determining the maximum rent was established by a lease or other rental agreement for a period of occupancy of one or more years, which provided for a rent concession during such period of occupancy in the form of either a rent-free period or an abatement of rent.

(9) *Modification or elimination of necessity for increase under paragraph (a) (12) of this section or section 5 (a) (12) of the Rent Regulation for Housing.*

There has been a modification or elimination of the necessity for the increase in the maximum rent granted under paragraph (a) (12) of this section or section 5 (a) (12) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended, since the order issued under either of said paragraphs.

(d) *Orders where facts are in dispute, in doubt, or not known.* If the maximum rent, or any other fact necessary to the determination of the maximum rent, or the living space, services, furniture, furnishings or equipment required to be provided with the accommodations is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Expediter at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact, or determining the living space, services, furniture, furnishings, and equipment required to be provided with the accommodations, which order shall be effective to establish the maximum rent from July 1, 1947, or the date of first renting after July 1, 1947, whichever is applicable. If the Expediter is unable to ascertain such fact, or facts, he shall enter the order on the basis of the rent which he finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date and, where appropriate, may determine the living space, services, furniture, furnishings and equipment included in such rent.

(e) *Sale of underlying lease or other rental agreement.* Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant the tenant may petition the Expediter for leave to exercise any right he would have except for §§ 825.21 to 825.32, inclusive, to sell his underlying lease or other rental agreement. The Expediter may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result in the circumvention or evasion of the act or §§ 825.21 to 825.32, inclusive. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

(f) *Interim orders.* Where a petition is filed by a landlord on one of the grounds set out in paragraph (a) of this section or a proceeding is initiated by the Expediter under paragraph (d), the Expediter may enter an interim order increasing or fixing the maximum rent until further order subject to refund by the landlord to the tenant of any amount received in excess of the maximum rent established by final order in such proceeding. The receipt by the landlord of any rent authorized by such interim order shall constitute an agreement by the landlord with the tenant to refund to the tenant any amount received in excess of the maximum rent established by final order. The landlord shall make such refund either by repayment in cash or where the tenant remains in occupancy after the effective date of the final order, by deduction from the next installment of rent, or both.

(g) *Adjustments in case of options to buy.* No adjustment in the maximum rent shall be ordered on the ground that the landlord has, as a part of or in connection with a lease of housing accommodations, granted the tenant an option to buy the accommodations which are the subject of the lease. Where a lease of housing accommodations was in force on the date determining the maximum rent, and the landlord had on that date, as a part of or in connection with such lease, granted the tenant an option to buy the accommodations which are the subject of the lease, the Expediter may, on or after the termination of such lease, on his own initiative or on application of the tenant, enter an order fixing the maximum rent on the basis of the rents which the Expediter finds were generally prevailing in the defense-rental area for comparable housing accommodations not subject to an option to buy on the maximum rent date.

(h) *Public housing.* Where the maximum rent for any housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State, or any of its political subdivisions, and owned by any of the foregoing, is below the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, the owner of such accommodations may with the consent of the Expediter increase the maximum rents to such generally prevailing rent by re-registering such accommodations at such generally prevailing rent.

For the purpose of this section, any corporation formed under the laws of a State shall not be considered an agency of the United States.

(i) *Adjustment to correct determinations of maximum rent.* The Expediter at any time on petition of the landlord or on his own initiative may enter an order adjusting the maximum rent where the maximum rent in effect on June 30, 1947 was established by an order issued under the rent regulations issued pursuant to the Emergency Price Control Act of 1942, as amended, and such order was based upon an erroneous determination of fact or law.

§ 825.26 *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations and any tenant shall permit such inspection of the accommodations by the Expediter as he may, from time to time, require.

§ 825.27 *Registration.*—(a) *Registration statement.* Every landlord of controlled housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor, to be known as a registration statement, unless a registration statement was heretofore filed in accordance with the provisions of section 7 of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended. For housing accommodations rented prior to June 1, 1947, such registration statement shall be filed on or before July 10, 1947. For housing accommodations first rented on

or after June 1, 1947, such registration statement shall be filed on or before July 30, 1947, or within 30 days after first renting, whichever is later. The statement shall identify each dwelling unit and specify the maximum rent provided by §§ 825.21 to 825.32, inclusive, for such dwelling unit and shall contain such other information as the Expediter shall require. The original shall remain on file with the Expediter and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement and shall obtain the tenant's signature and the date thereof on the back of such statement.

When the maximum rent is changed by order of the Expediter, the landlord shall deliver his stamped copy of the registration statement to the area rent office for appropriate action reflecting such change.

Where, since the filing of the registration statement for any controlled housing accommodations, there has been a change in the identity of the landlord, by transfer of title or otherwise, the new landlord shall file a notice of such change on a form provided for that purpose, to be known as a notice of change in identity within 15 days after the change, or July 1, 1947, whichever is later. If the new landlord indicates on the notice of change in identity that he has not obtained the landlord's copy of the original registration statement, the Expediter shall cause to be prepared and delivered to him a true copy of said original, which may be used to satisfy all requirements of this paragraph (a).

Any notice, order or other process or paper directed to the person named on the registration as the landlord at the address given thereon, or, where a notice of change in identity has been filed, to the person named as landlord and at the address given in the most recent such notice, shall, under the circumstances prescribed in Revised Rent Procedural Regulation 1 (Part 840 of this chapter) constitute notice to the person who is then the landlord.

The provisions of this section shall be applicable to any housing accommodations whose maximum rent was determined under section 4 (g) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended, on its sale by the owning agency, and within thirty days after the sale of such accommodations the new landlord shall file a registration statement as provided in paragraph (a) of this section: *Provided, however,* That if the housing accommodations are sold to the United States or a State of the United States or any of its political subdivisions, or any agency of the foregoing, paragraph (c) of this section shall continue to be applicable.

(b) *Receipt for amount paid.* No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

(c) *Exceptions from registration requirements.*—(1) *Housing owned and*

constructed by governmental agencies. The provisions of this section shall not apply to housing accommodations whose maximum rent was originally determined under section 4 (g) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended. The owner of such housing accommodations shall file a schedule or schedules, setting out the maximum rents for all such accommodations in the defense-rental area and containing such other information as the Expediter shall require. A copy of such schedule or schedules shall be posted by the owner in a place where it will be available for inspection by the tenants of such housing accommodations.

(2) *Housing subject to rent schedule of War or Navy Department.* The provisions of this section shall not apply to housing accommodations rented to either Army or Navy personnel, including any civilian employees of the War and Navy Departments, for which the rent is fixed by the national rent schedule of the War or Navy Department.

§ 825.28 *Evasion.*—(a) *General.* The maximum rents and other requirements provided in §§ 825.21 to 825.32, inclusive, shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase or by modification of the practices relating to payment of commissions or other charges or by modification of the services furnished with housing accommodations, or by tying agreement, or otherwise.

(b) *Purchase of property as condition of renting.* Specifically, but without limitation on the foregoing, no person shall require a tenant or prospective tenant to purchase or agree to purchase furniture or any other property as a condition of renting housing accommodations unless the prior written consent of the Expediter is obtained.

§ 825.29 *Enforcement.* Persons violating any provision of §§ 825.21 to 825.32, inclusive, are subject to civil enforcement actions and suits for treble damages as provided by the act.

§ 825.30 *Procedure.* All registration statements, reports and notices provided for by §§ 825.21 to 825.32, inclusive, shall be filed with the area rent office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Revised Rent Procedural Regulation 1 (Part 840 of this chapter).

§ 825.32 *Adoption of orders.* All orders issued pursuant to section 2 (c), (d) (3) and (7) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, which were in effect on June 30, 1947, shall be deemed to continue in effect under §§ 825.21 to 825.32, inclusive, unless and until revoked or modified by the Expediter.

Effective date. This Controlled Housing Rent Regulation for the New York City Defense-Rental Area shall become

effective July 1, 1947. [Originally issued June 30, 1947.]

**CONTROLLED HOUSING RENT REGULATION FOR
MIAMI DEFENSE-RENTAL AREA**

§ 825.41 *Definitions and scope of §§ 825.41 to 825.52, inclusive.* "Act" means the Housing and Rent Act of 1947, as amended.

"Expediter" means the Housing Expediter or the Rent Director or such other person or persons as the Expediter may appoint or designate to carry out any of the duties delegated to him by the act.

"Rent Director" means the person designated by the Expediter as director of the Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Expediter.

"Local Advisory Board" means a board created in a Defense-Rental Area, or a part thereof, the members of which are appointed by the Housing Expediter upon recommendations made by the Governor or as otherwise required by section 204 (e) of the Housing and Rent Act of 1947, as amended.

"Area Rent Office" means the office of the Rent Director in the Defense-Rental Area.

"Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

"Housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

"Controlled housing accommodations" means any housing accommodation in the Defense-Rental Area which is not specifically exempted from control or decontrolled under §§ 825.41 to 825.52, inclusive.

"Services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, and removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

"Landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

"Tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

"Rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for or in connection with the use or occupancy of housing accommodations or the transfer of a lease of such accommodations.

ing accommodations or the transfer of a lease of such accommodations.

"Hotel" means any establishment which is commonly known as a hotel in the community in which it is located and which provides customary hotel services.

"Motor court" means an establishment renting rooms, cottages or cabins; supplying parking or storage facilities for motor vehicles in connection with such renting and other services and facilities customarily supplied by such establishment; and commonly known as a motor, auto or tourist court in the community.

"Tourist home" means a rooming house which caters primarily to transient guests and is known as a tourist home in the community.

"Rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel or motor court in which a furnished room or rooms not constituting an apartment are rented on a short term basis of daily, weekly or monthly occupancy to more than two paying tenants, not members of the landlord's immediate family. The term includes boarding houses, dormitories, trailers not a part of a motor court, residence clubs and all other establishments of a similar nature, including tourist homes.

"Maximum rent date" means September 1, 1943, the maximum rent date for the Miami County Defense-Rental Area as established under the Emergency Price Control Act of 1942, as amended.

"Date determining maximum rent" means the date as of which a maximum rent was determined for any particular housing accommodation in accordance with the Emergency Price Control Act of 1942, as amended, and the regulations issued thereunder, or under § 825.44 (b), (c), or (e), whichever is applicable.

"Effective date of regulation" means November 1, 1943, the effective date of all provisions of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, except as to section 7 of that regulation which became effective October 1, 1943 in the County of Dade and October 15, 1943 in the City of Hollywood and the Town of Hallandale in the County of Broward, in the State of Florida.

The term "Rent Regulation for Housing" as used in §§ 825.41 to 825.52, inclusive, means the Rent Regulation for Housing for the Miami Defense-Rental Area.

(a) *Housing and defense-rental area to which §§ 825.41 to 825.52, inclusive, apply.* Sections 825.41 to 825.52, inclusive, apply to all housing accommodations in the Miami Defense-Rental Area, consisting of the County of Dade and the City of Hollywood and the Town of Hallandale in the County of Broward in the State of Florida, except as provided in paragraph (b) of this section. The Miami Defense-Rental Area is referred to hereinafter in §§ 825.41 to 825.52, inclusive, as the "Defense-Rental Area."

(b) *Decontrolled and exempted housing to which §§ 825.41 to 825.52, inclusive, do not apply—*(1) *Exempted housing.* Sections 825.41 to 825.52, inclusive, do not apply to the following:

(i) *Farming tenants.* Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon.

(ii) *Service employees.* Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part or all of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part.

(iii) *Accommodations subject to the Rent Regulation for Controlled Rooms in Rooming Houses and other Establishments.* Rooms or other housing accommodations subject to §§ 825.121 to 825.132, inclusive.

(iv) *Structures subject to underlying leases.* (a) Entire structures or premises wherein more than 25 rooms are rented or offered for rent by any lessee, sublessee or other tenant of such entire structure or premises, except as provided in (c) of subdivision (iv).

(b) Entire structures or premises where 25 or less rooms are rented or offered for rent by any lessee, sublessee, or other tenant of such entire structures or premises: *Provided*, That all of the housing accommodations in such structures or premises are exempt or decontrolled under the provisions of this section and are not subject to §§ 825.121 to 825.132, inclusive.

(c) Sections 825.41 to 825.52, inclusive, do apply to an underlying lease of any entire structure or premises which was entered into after the maximum rent date and prior to the effective date of the regulation while such lease remains in force with no power in the tenant to cancel or otherwise terminate the lease, unless all of the housing accommodations in such structure are exempt or decontrolled under the provisions of this section and are not subject to §§ 825.121 to 825.132, inclusive.

(v) *Rented to National Housing Agency.* Housing accommodations rented to the United States acting by the National Housing Agency: *Provided, however*, That §§ 825.41 to 825.52, inclusive, do apply to a sublease or other subrenting of such accommodations or any part thereof.

(vi) *Winter resort housing.* Housing accommodations located in a resort community and customarily rented or occupied on a seasonal basis prior to November 1, 1943, which were not rented during any portion of the period beginning on June 1, 1946, and ending on September 30, 1946: *Provided, however*, That the Area Rent Director may by order extend the above exemption to housing accommodations otherwise qualified which were rented or offered for rent for a period of not in excess of two weeks during the above period.

This exemption shall be effective only from October 1 to May 31.

(vii) *Tourist tenants.* Housing accommodations located in a resort community which, during at least six months of the year ending May 31, 1947, were either rented to tourist tenants or vacant, or both, and which were rented to a tourist tenant or not rented on May 31,

1947. This exemption shall apply to such accommodations only while rented to tourist tenants. For the purpose of this section, the term "tourist tenant" shall mean a tenant having his domicile outside of the resort community who is, or was, temporarily residing within such community: *Provided, however,* That the term shall not include a tenant who has continuously resided in the resort community for a period of more than nine months immediately prior to May 31, 1947, or more than nine months immediately prior to the date of renting the accommodations, whichever is the later.

(2) *Decontrolled housing.* Sections 825.41 to 825.52, inclusive, do not apply to the following:

(i) *Accommodations in hotels, motor courts, trailers and trailer spaces, and tourist homes.* (a) Housing accommodations in a hotel (see definition of hotel in this section) which on June 30, 1947, were occupied by persons to whom were provided customary hotel services such as maid service, furnishing and laundering of linen, telephone and secretarial or desk service, use and upkeep of furniture and fixtures, and bellboy services (not necessarily all the types of services named need be provided in all cases, as long as enough are provided to constitute customary hotel services usually supplied in establishments commonly known as hotels in the community where they are located); (b) housing accommodations in establishments which were motor courts on June 30, 1947; (c) housing accommodations located in trailers and ground space rented for trailers; and (d) housing accommodations in any tourist home serving transient guests exclusively on June 30, 1947.

Reporting requirements. Every landlord of housing accommodations referred to in (a) and (b) of this subdivision (i), who has not filed an application for decontrol prior to April 1, 1948, shall, on or before June 1, 1948, file in the Area Rent Office a report of decontrol of such accommodations on a form provided by the Expediter.

(ii) *Accommodations created by new construction or conversion.* (a) Housing accommodations the construction of which was completed on or after February 1, 1947, or which are additional housing accommodations created by conversion on or after February 1, 1947: *Provided, however,* That maximum rents established under the Veterans' Emergency Housing Act for priority constructed housing accommodations completed on or after February 1, 1947, shall continue in full force and effect if such accommodations are being rented to veterans of World War II or their immediate families who, on June 30, 1947, either (1) occupied such housing accommodations, or (2) had a right to occupy such housing accommodations at any time on or after July 1, 1947, under any agreement whether written or oral; (b) housing accommodations the construction of which was completed on or after February 1, 1945, and prior to February 1, 1947, and which between the date of completion and June 30, 1947, both dates inclusive, at no time were rented (other than to members of the immediate family

of the landlord) as housing accommodations.

For the purposes of this subdivision (ii) the time at which construction of housing accommodations shall be deemed to be "completed" shall be the date on which the dwelling is first suitable for occupancy and all utility and service connections have been made, except for the installation of such items and the completion of such decoration work as, in accordance with the custom of the community, are left for installation by, or to the choice of, the purchaser or the tenant; and the word "conversion" means (1) a change in a structure from a nonhousing to a housing use or (2) a structural change in a residential unit or units involving substantial alterations or remodeling and resulting in the creation of additional housing accommodations.

(iii) *Accommodations not rented for two-year period.* Housing accommodations which for any successive 24-month period during the period February 1, 1945, to March 30, 1948, both dates inclusive, were not rented (other than to members of the immediate family of the landlord) as housing accommodations.

(iv) *Non-housekeeping furnished accommodations.* Non-housekeeping furnished housing accommodations, located within a single dwelling unit not used as a rooming or boarding house, but only if no more than two paying tenants, not members of the landlord's immediate family live in such dwelling unit, and the remaining portion of such dwelling unit is occupied by the landlord or his immediate family. (See definition of rooming house in this section.)

(v) *Leased accommodations.* (a) Except as hereinafter provided in this subdivision (v), housing accommodations concerning which a landlord and tenant on or before December 31, 1947, voluntarily entered into a valid written lease in good faith and such lease took effect on or after July 2, 1947, but before January 1, 1948, and such lease by its terms expires on or after December 31, 1948, and provided for a rent not in excess of 15 percent above the maximum rent in effect prior to the effective date of such lease and a true and duly executed copy of such lease was filed with the Housing Expediter within 15 days after the date of execution thereof.

(b) Except as hereinafter provided in this subdivision (v), housing accommodations concerning which a landlord and tenant (including landlords and tenants who have executed leases in accordance with (a) of this subdivision (v) and including any new tenant) on or before December 31, 1948, voluntarily enter into a valid written lease in good faith for a rent not in excess of 15 percent over the maximum rent which in the absence of a lease would be in effect with respect thereto on March 30, 1948, plus or minus the amount of any adjustment under § 825.45, and such lease takes effect on or after April 1, 1948, and expires on or after December 31, 1949, and a true and duly executed copy of such lease is filed with the Expediter within 15 days after the date of execution of such lease.

Exceptions to (a) and (b) of this subdivision (v). All housing accommodations referred to in (a) of this subdivision

(v) shall be subject to §§ 825.41 to 825.52, inclusive, unless the lease provided for the same living space, services, furniture, furnishings and equipment with the housing accommodations as were required to be provided by §§ 825.41 to 825.52, inclusive, prior to the effective date of the lease.

All housing accommodations referred to in (b) of this subdivision (v) shall be subject to §§ 825.41 to 825.52, inclusive, unless the lease provides for the same living space, services, furniture, furnishings and equipment with the housing accommodations which in the absence of a lease would be required to be provided by §§ 825.41 to 825.52, inclusive, on March 30, 1948, plus or minus such living space, services, furniture, furnishings and equipment as have thereafter been added or removed and for which increase or decrease an order adjusting the maximum rent has been issued by the Expediter.

All housing accommodations referred to in (a) and (b) of this subdivision (v) shall be subject to §§ 825.41 to 825.52, inclusive, if the lease is terminated or expires on or after April 1, 1948, and before March 31, 1949, unless a subsequent lease entered into under the provisions of (b) of this subdivision (v) is in force.

Reporting requirements. A landlord shall file Form D-92—Registration of Lease—in triplicate—with the true and duly executed copy of the lease required to be filed in (b) of this subdivision (v).

A landlord shall file a report in the area rent office, on a form provided by the Expediter, of any termination of a lease referred to in (a) or (b) of this subdivision (v) prior to the expiration date of the lease. Such report shall be filed within fifteen days after such termination or fifteen days after April 1, 1948, whichever is later.

(c) *Effect of §§ 825.41 to 825.52, inclusive, on leases and other rental agreements.* The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with §§ 825.41 to 825.52, inclusive.

(d) *Waiver of benefit void.* An agreement by the tenant to waive the benefit of any provision of §§ 825.41 to 825.52, inclusive, is void. A tenant shall not be entitled by reason of this regulation to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of §§ 825.41 to 825.52, inclusive.

§ 825.42 *Prohibition against higher than maximum rents—(a) General prohibition.* Regardless of any contract, agreement, lease, or other obligation heretofore or hereafter entered into, no person shall offer, demand or receive any rent for or in connection with the use or occupancy on and after the effective date of §§ 825.41 to 825.52, inclusive, of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by §§ 825.41 to 825.52, inclusive; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. A reduction in the services, furniture, furnishings or equip-

ment required under § 825.43 shall constitute an acceptance of rent higher than the maximum rent. Lower rents than those provided by §§ 825.41 to 825.52, inclusive, may be demanded or received.

(b) *Lease with option to buy.* Where a lease of housing accommodations was entered into prior to the effective date of regulation and the tenant as a part of such lease or in connection therewith was granted an option to buy the housing accommodations which were the subject of the lease, with the further provision that some or all of the payments made under the lease should be credited toward the purchase price in the event such option is exercised, the landlord, notwithstanding any other provision of §§ 825.41 to 825.52, inclusive, may be authorized to receive payment made by the tenant in accordance with the provisions of such lease and in excess of the maximum rent for such housing accommodations. Such authority may be secured only by a written request of the tenant to the Area Rent Office and shall be granted by order of the Expediter if he finds that such payments in excess of the maximum rent will not be inconsistent with the purposes of the act or §§ 825.41 to 825.52, inclusive, and would not be likely to result in the circumvention or evasion thereof. After entry of such order the landlord shall be authorized to demand, receive and retain and the tenant shall be authorized to offer payments provided by the lease in excess of the maximum rent for periods commencing on or after the effective date of §§ 825.41 to 825.52, inclusive. After entry of such order, the provisions of the lease may be enforced in accordance with law, notwithstanding any other provision of §§ 825.41 to 825.52, inclusive. Nothing in this paragraph shall be construed to authorize the landlord to demand or receive or the tenant to offer payments in excess of the maximum rent in the absence of an order of the Expediter as herein provided. Where a lease of housing accommodations has been entered into on or after the effective date of regulation, and the tenant as a part of such lease or in connection therewith has been granted an option to buy the housing accommodations which are the subject of the lease, the landlord, prior to the exercise by the tenant of the option to buy, shall not demand or receive nor shall the tenant offer payments in excess of the maximum rent, whether or not such lease allocates some portion or portions of the periodic payments therein provided as payments on or for the option to buy.

(c) *Security deposits.*—(1) *General prohibition.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand, receive or retain a security deposit for or in connection with the use or occupancy of housing accommodations within the defense-rental area except as provided in this paragraph (c). The term "security deposit", in addition to its customary meaning, includes any prepayment of rent except payment in advance of the next periodic installment of rent for a period no longer than one month but shall not include rent voluntarily prepaid subsequent to possession by a ten-

ant under a written lease for his own convenience.

(2) *Maximum rent established under section 4 (a) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (a), no security deposit shall be demanded, received, or retained except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement in effect on the date determining the maximum rent established under said section 4 (a).

(3) *Maximum rent established under section 4 (b) or (f) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (b) or (f), no security deposit shall be demanded or received.

(4) *Maximum rent established under section 4 (c) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (c), no security deposit shall be demanded, received, or retained.

(5) *Maximum rent established under section 4 (d) or (e) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (d) or (e), no security deposit shall be demanded or received, except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement in effect on September 1, 1944. Where such accommodations were or are first rented after September 1, 1944, no security deposit shall be demanded, received, or retained.

(6) *Deposits to secure the return of certain movable articles.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may petition for an order authorizing the demand and receipt of a deposit to secure the return of movable articles. If the landlord shows that he has a special need therefor, the Expediter may enter an order authorizing a security deposit, not in excess of ten dollars, to secure the return of the movable articles specified in the order.

(7) *Deposits on certain furnished leased accommodations.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may demand, receive and retain as a security deposit, the rent for the last rental period of the term, not exceeding one month, where a newly constructed housing accommodation is, or was, rented and occupied for the first time after March 25, 1947, fully furnished, under a written lease, or where such newly constructed housing accommodation was rented and occupied for the first time on or prior to March 25,

1947, fully furnished, under a written lease, and was constructed with a priority rating or under specific authorization by the United States or any agency thereof for which the rent was approved by the United States or any agency thereof and the entire project covered by the single priority application of which the housing accommodation was a part was not completed until after March 25, 1947.

(8) *Deposits based on prior rental practices.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may demand, receive, and retain, in the case of any rental agreement entered into on or after April 1, 1948, a security deposit, if said deposit does not exceed the rent for one month in addition to the otherwise authorized collection of rent in advance, if the demand, collection or retention of such a security deposit was an accepted rental practice, prior to January 30, 1942, in the area in which the premises are located, or was customarily required before that date by the same landlord in the renting of the particular housing accommodations involved, and if the tenant is allowed, under the terms of the rental agreement, to occupy the premises for the period covered by the security deposit without further payment of rent. Each area rent director shall determine the rental practice or practices, prior to January 30, 1942, with reference to such security deposits in the particular area or any portion thereof.

§ 825.43 *Minimum space, services, furniture, furnishings, and equipment.* Except as set forth in § 825.44 (e) or 825.45 (b) or as otherwise provided in this section, every landlord, shall, as a minimum, provide with housing accommodations the same living space, services, furniture, furnishings, and equipment as he was required to provide by §§ 825.41 to 825.52, inclusive, on March 31, 1948.

Where the maximum rent is determined under § 825.44 (b) (1), the landlord shall, as a minimum, provide with the housing accommodations the same living space, services, furniture, furnishings, and equipment as he was required to provide by §§ 825.41 to 825.52, inclusive, prior to the effective date of the lease.

Where the maximum rent is determined under § 825.44 (b) (2), the landlord shall, as a minimum, provide with the housing accommodations the same living space, services, furniture, furnishings, and equipment as he would be required to provide by §§ 825.41 to 825.52, inclusive, in the absence of a lease, on March 30, 1948, plus or minus such living space, services, furniture, furnishings and equipment as have thereafter been added or removed and for which increase or decrease an order adjusting the maximum rent has been issued by the Expediter.

§ 825.44 (a) *Maximum rents in effect on June 30, 1947.* The maximum rent for any housing accommodation under §§ 825.41 to 825.52, inclusive (unless and until changed by the Expediter as provided in § 825.45), shall be the maximum rent which was in effect on June 30, 1947, as established under the Emergency Price Control Act of 1942, as amended, and the

applicable rent regulation issued thereunder, except as otherwise provided in this section.

(b) *Maximum rent on termination of lease.* (1) For housing accommodations concerning which a lease as described in § 825.41 (b) (2) (v) (a) was in effect, but is terminating on or after April 1, 1948, but before March 31, 1949, the maximum rent shall be the rent provided by the lease, or the maximum rent which would have been in effect for said accommodations on March 30, 1948, in the absence of such lease, whichever is higher.

(2) For housing accommodations concerning which a lease as described in § 825.41 (b) (2) (v) (b) was in effect and is terminated before March 31, 1949, the maximum rent shall be the rent provided by the lease.

(c) *First rent after June 30, 1947 (see also paragraph (e) of this section).* For controlled housing accommodations first rented on or after July 1, 1947, the maximum rent shall be the first rent for such accommodations or one-twelfth of the total rent for the year ending on August 31, 1943, whichever is the higher. Within 30 days after so renting, the landlord shall register the accommodations as provided in § 825.47. The Expediter may order a decrease in the maximum rent as provided in § 825.45 (c) (1).

If the landlord fails to file a proper registration statement within the time specified, the rent received for any rental period commencing on or after the date of the first renting shall be received, subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order under § 825.45 (c) (1). Such amount shall be refunded to the tenant within 30 days after the date of the issuance of the order unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). If the Expediter finds that the landlord was not at fault in failing to file a proper registration statement within the time specified, the order under § 825.45 (c) may relieve the landlord of the duty to refund. The landlord shall have the duty to refund only if the order under § 825.45 (c) is issued in a proceeding commenced by the Expediter within 3 months after the date of filing of such registration statement.

(d) *Housing subject to schedule of War or Navy Department.* Where housing accommodations on June 30, 1947 are rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments for which the rent is fixed by the national rent schedule of the War and Navy Departments, and on or after July 1, 1947, the rents on such housing accommodations cease to be governed by the national rent schedule of the War or Navy Departments, the maximum rents shall be those which would have been applicable under the appropriate subsection of section 4 of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, or shall be established under paragraph (c) of this section.

(e) *Increase or decrease in space on or after April 1, 1948.* Where housing ac-

commodations are changed on or after April 1, 1948, by a substantial increase or decrease in dwelling space, the maximum rent for the housing accommodations resulting from such change shall be the first rent charged after such change: *Provided, however,* That the Expediter at any time may order a decrease in the maximum rent as provided in § 825.45 (c) (1) and (6): *And provided further,* That the rent received for any rental period commencing on or after the date of the first renting shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order under § 825.45 (c) (1) or (6). Such amount shall be refunded within 30 days after the date of the issuance of the order unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). The order entered by the Expediter shall fix the maximum rent retroactively to the date of first renting after such change. The landlord shall, within 30 days after renting said accommodations, file a proper registration statement in the area office in accordance with the provisions of § 825.47. The landlord shall have the duty to refund only if the order under this section is issued in a proceeding commenced by the Expediter within 3 months after the date of filing of such registration statement.

§ 825.45 *Adjustments and other determinations.* Section 825.45 sets forth specific standards for the adjustment of maximum rents. In applying these standards and entering orders increasing or decreasing maximum rents, the Expediter shall give full consideration to the correction of inequities in maximum rents and the purposes and provisions of the Housing and Rent Act of 1947, as amended.

In the circumstances enumerated in this section, the Expediter may issue an order changing the maximum rents otherwise allowable or the minimum space, services, furniture, furnishings or equipment required, except in cases where an order increasing or decreasing the maximum rent on the same facts and grounds was entered under the rent regulations issued pursuant to the Emergency Price Control Act of 1942, as amended.

In making adjustments under this section, recommendations of local advisory boards shall be approved within 30 days if appropriately substantiated and in accordance with applicable law and regulations. If any recommendation cannot be acted upon within 30 days the board shall be notified in writing of the reasons therefor.

In cases under paragraphs (a) (2), (8), (9), (11), (c) (1), (3), and (5), the adjustment of the maximum rent shall be on the basis of the maximum rent which the Expediter finds is generally prevailing in the defense-rental area for comparable housing accommodations.

In cases under paragraphs (a) (1), (3), (6), (c) (2), (4) and (6), the adjustment of the maximum rent shall be the amount the Expediter finds would have been, on September 1, 1943, or during the year ending on August 31, 1943, the difference

in the rental value of the housing accommodations by reason of the change upon which the adjustment is based: *Provided,* That in cases under paragraphs (a) (3), (c) (1) and (4) of this section involving an increase or decrease in living space, the adjustment shall be either the amount the Expediter finds would have been on the maximum rent date the difference in the rental value of the housing accommodations by reason of such change or on the basis of the rent which the Expediter finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date, whichever is higher.

In cases under paragraph (h), the adjustment of the maximum rent shall be on the basis of the rent which the Expediter finds was generally prevailing in the defense-rental area for comparable housing accommodations during the corresponding month of the year ending on August 31, 1943.

In cases involving construction, appropriate allowance shall be made for general increases in costs of construction in the defense-rental area since 1939.

In the cases involving a major capital improvement, an increase or decrease in the services, furniture, furnishings or equipment, an increase or decrease in the number of subtenants or other occupants, or a deterioration, no adjustment shall be ordered to the extent that a rent used in establishing the maximum rent was fixed in contemplation of and so as to reflect such change.

In cases under paragraph (a) (10) of this section the maximum rent shall be adjusted to an amount to be ascertained by adding to the total rent for the year ending on August 31, 1943, an amount equal to the rent for the housing accommodations during the month or months of that year most nearly comparable to the month or months during which the accommodations were not rented, and dividing by twelve.

In cases under paragraph (a) (3) of this section appropriate allowance shall be made for general increases in costs of services, furniture, furnishings or equipment in the defense-rental area since the maximum rent date.

In cases under paragraph (a) (12) of this section, the adjustment in the maximum rent shall be in the amount necessary to relieve the substantial hardship.

In cases under paragraph (c) (7) of this section, the adjustment in the maximum rent shall be in the amount the Expediter finds warranted by the modification or elimination of the necessity for the increase in the maximum rent granted under paragraph (a) (12) of this section: *Provided,* That no decrease shall be ordered in an amount greater than the adjustment ordered under paragraph (a) (12) of this section.

In cases under paragraph (a) (13) of this section the adjustment shall be in the amount of the difference between the rent on the date determining the maximum rent and the rent agreed upon by the landlord and tenant as a result of a continuous process of bargaining on interrelated matters.

In cases under paragraph (a) (14) of this section, the adjustment shall be the

amount of the rent increase granted by the appropriate agency of the United States.

In cases under paragraph (j) of this section the adjustment shall be in the amount necessary to correct the error.

In cases under paragraph (a) (15) of this section, the adjustment shall be in the amount necessary to relieve the controlled rental units of their share of the operating loss.

In all cases under paragraph (a) of this section the adjustment in the maximum rent shall be effective as of the date of the filing of the landlord's petition.

(a) *Grounds for increase of maximum rent.* Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable only on the grounds that:

(1) *Major capital improvement after September 1, 1943.* There has been, since September 1, 1943, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) *Major capital improvement or change to furnished prior to September 1, 1943.* There was during the year ending on August 31, 1943, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, or a change from unfurnished to fully furnished, and as a result the maximum rent for the housing accommodations is substantially lower than the maximum rent generally prevailing in the defense-rental area for comparable housing accommodations.

(3) *Substantial increase in space, services, furniture, furnishings or equipment.* There has been, since September 1, 1943, a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations or a substantial increase in the living space since June 30, 1947, but before April 1, 1948. No increase in the maximum rent shall be ordered on the ground set forth in this paragraph (a) (3) unless the increase in living space, services, furniture, furnishings or equipment occurred with the consent of the tenant or while the accommodations were vacant: *Provided*, That an adjustment may be ordered, although the tenant refuses to consent to the increase in living space, services, furniture, furnishings or equipment, if the Expediter finds that such increase (i) is reasonably required for the operation of a multiple dwelling structure or other structure of which the accommodations are a part or (ii) is necessary for the preservation or maintenance of the accommodations.

(4) [Revoked.]

(5) [Revoked.]

(6) *Substantial increase in occupancy.*

(i) There has been, since the date determining the maximum rent a substantial increase in the number of subtenants or other persons occupying the accommodations or a part thereof under a rental agreement with the tenant.

(ii) There has been, since the date determining the maximum rent a substantial increase in the number of occupants, in excess of normal occupancy for

that class of accommodations on the maximum rent date.

(iii) There has been, since the date determining the maximum rent an increase in the number of occupants over the number contemplated by the rental agreement on the date determining the maximum rent, where the landlord on that date had a regular and definite practice of fixing different rents for the accommodations for different numbers of occupants.

(7) [Revoked.]

(8) *Not rented during twelve weeks of year ending August 31, 1943.* The housing accommodations were not rented during at least twelve weeks of the year ending on August 31, 1943, and the maximum rent established under section 4 for such accommodations is substantially lower than the maximum rent generally prevailing in the defense-rental area for comparable housing accommodations.

(9) *Priority rating granted on September 1941 application form of Office of Production Management.* The maximum rent for the housing accommodations was originally established under section 4 (c) of the Rent Regulation for Housing issued pursuant to Emergency Price Control Act of 1942, as amended, the application for priority rating for the construction of the housing accommodations was filed on the September 1941 form in use by the Office of Production Management prior to the revision of this form on December 15, 1941, the landlord did not make, prior to the maximum rent date, or, if the accommodations were not rented on that date, prior to the first renting of the accommodations after that date, a written request to the appropriate agency of the United States to approve a higher rent than the rent initially approved because of increased costs of construction, and the maximum rent for the accommodations is substantially lower than the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, giving due consideration to general increases in costs of construction, if any, in the defense-rental area since the maximum rent date.

This paragraph (a) (9) shall apply only to housing accommodations which were first rented prior to March 29, 1944.

(10) *Not rented for one or two full months during the year ending on August 31, 1943.* The housing accommodations were not rented for one or two full months but less than twelve weeks during the year ending on August 31, 1943 and the maximum rent established under § 825.44 for such accommodations is substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations. The term "full month" means a period of consecutive days constituting a month.

(11) *Inequitable rents.* The rent on the date determining the maximum rent was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

(12) *Substantial hardship from increase in operating expenses.* The land-

lord is suffering a substantial hardship because his present net income for the property is less than his average annual net income for a prior base period due to an unavoidable increase in operating expenses. A petition for adjustment under this section must be filed on Form D-58 or D-58A, whichever is appropriate, provided by the Expediter, in accordance with instructions contained therein.

In proper cases increase in payroll and property taxes in effect on the date of the filing of the petition may be considered by the Expediter in determining whether substantial hardship exists.

For the purposes of this paragraph (a) (12), the term:

(i) "Property" includes one or more structures operated as a single unit or enterprise.

(ii) "Present net income" means the amount determined by subtracting the operating expenses for the current year from the present annual income.

(iii) "Operating expenses" means all property taxes and other operating costs, including depreciation, but excluding interest, necessary to the operation and maintenance of the property properly chargeable and allocated to the current year, or base period, as the case may be.

(iv) "Current year" means: (a) the most recent calendar or fiscal year used by the landlord; or (b) any 12 consecutive months ending not more than 90 days prior to the date of the filing of the petition; *Provided, however*, That if an allowance is requested for increase in payroll or property taxes not fully reflected in the "current year" as defined above, at least one calendar month must have passed between the end of the current year and the beginning of the month in which the petition is filed.

(v) "Present annual income" means the legal monthly rent for all units in the premises, both residential and commercial, on the date the petition is filed, multiplied by 12, together with any other income earned from the operation of the property during the current year. In any case where an uncontrolled rental unit is vacant, or is occupied in whole or in part rent free on such date, the full rental value shall be considered the legal rent. In any case where a unit was rented on a seasonal or varying rental basis during the year ending on the date the petition was filed, the average monthly rental during such year shall be considered the legal rent.

(vi) "Net income for the base period" means the amount determined by subtracting operating expenses for the base period from total income for the base period.

(vii) "Base period" means any period of two consecutive years prior to the current year but not beginning before January 1, 1939, which the Expediter finds to be representative of the property's normal operations: *Provided, however*, That where a representative period of two consecutive years is not available, the Expediter in his discretion may, for the purpose of this section, accept a representative period of not less than one year: *And provided further*, That where a previous adjustment was granted under this paragraph (a) (12) the base

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period shall be the current year used in obtaining that adjustment, except that the total income shall be appropriately adjusted in accordance with the previous adjustment.

(viii) "Total income for the base period" means total rental and other income earned from the property and the full rental value of any accommodations in the property occupied in whole or in part rent free.

In making adjustments under this paragraph (a) (12), the Expediter shall take into consideration any adjustments in maximum rents ordered after the date the petition is filed, as well as any leases which are in effect under section 204 (b) of the Housing and Rent Act of 1947, as amended.

No adjustment shall be granted under this paragraph (a) (12) with respect to housing accommodations regularly rented to employees of the landlord (so-called company housing).

In any case where a petition for adjustment under this paragraph (a) (12) was pending on June 30, 1948, the landlord may elect to have the petition processed under this section as it read prior to its amendment on July 10, 1948.

(13) *Rented to an employee of landlord.* The housing accommodations were rented to an employee of the landlord both on the date determining the maximum rent and at the time the order under this paragraph (a) (13) is issued, and after the date determining the maximum rent but prior to the effective date of regulation the landlord and tenant agreed, as the result of a continuous process of bargaining on interrelated matters, upon a wage increase and a rent increase, and the wage increase agreed upon has been put into effect.

(14) *Approval of higher rents for priority constructed housing.* The maximum rent was established under section 4 (c) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended, and prior to final completion of all units included in a single priority application, but subsequent to the first renting of said accommodations, the landlord made a written request to the appropriate agency of the United States to approve a higher rent than the rent initially approved because of increased costs of construction, and a higher rent was approved by such agency.

(15) *Landlord operating at a loss.* The landlord is operating at a loss. A landlord shall be considered to be operating at a loss if his operating expenses for the premises for the current year exceed his total annual income for such premises. A petition for adjustment under this section must be filed on form D-99, provided by the Expediter, and in accordance with instructions contained therein.

For the purposes of this paragraph (a) (15), the term:

(i) "Operating expenses" includes all property taxes and other operating costs, including depreciation (but excluding interest) necessary to the operation and maintenance of the premises properly chargeable and allocated to the "current year."

(ii) "Total annual income" means "present annual scheduled rental income" plus any other income earned from the operation of the premises during the current year.

(iii) "Present annual scheduled rental income" means the legal monthly rent for all units in the premises, both residential and commercial, on the date the petition is filed, multiplied by 12. In any case where an uncontrolled rental unit is vacant, or is occupied in whole or in part rent free on such date, the full rental value shall be considered the legal rent, and in any case where a unit was rented on a seasonal or varying rental basis during the year ending on the date the petition was filed, the average monthly rent during such year shall be considered the legal rent.

(iv) "Current year" means any 12 consecutive months ending not more than 90 days prior to the date of the filing of the petition: *Provided, however,* That such current year must extend at least 6 months beyond the last date of the "current year" used in a previous petition on which an adjustment was granted due to operating loss.

(v) "Depreciation" means any one of the following:

The amount shown on the landlord's income tax return to the United States Bureau of Internal Revenue for the year including the maximum rent date; or,

Two and one-half percent of the value at which the building was assessed for tax purposes on the maximum rent date; or if it was not in existence on the maximum rent date, two and one-half percent of the first assessed value of the building; or,

The amount derived by multiplying the present annual scheduled rental income by the appropriate percentage as follows:

	Percent
For one or two-unit structures.....	21
For three or four-unit structures.....	16
For five or more unit structures.....	11

In making adjustments under this section the Expediter shall take into consideration any adjustments in maximum rents after the date the petition is filed, as well as any leases which are in effect under section 204 (b) of the Housing and Rent Act of 1947, as amended.

No adjustment shall be granted under this section with respect to housing accommodations regularly rented to employees of the landlord (so-called company housing).

(b) *Decreases in minimum services, furniture, furnishings, equipment, and space—(1) Requirements for petition and order, or report.* The landlord shall until the accommodations become vacant, maintain the minimum services, furniture, furnishings, and equipment as required under § 825.43, unless and until he has filed a petition to decrease the services, furniture, furnishings, or equipment and an order permitting a decrease has been entered thereon. When the accommodations become vacant, the landlord may on renting to a new tenant decrease the services, furniture, furnishings, or equipment below the minimum; within 10 days after so renting the landlord shall file a written

report with the area rent director showing such decrease.

(2) *Adjustment in maximum rent for decreases on and after April 1, 1948.* The order on any petition under this paragraph (b) may require an appropriate adjustment in the maximum rent; and any maximum rent for which a report is required by this paragraph (b) may be decreased in accordance with the provisions of paragraph (c) (4) of this section.

If the landlord fails to file the report required by this paragraph (b) within the time specified, or decreases the services, furniture, furnishings, or equipment without an order authorizing such decrease where such order is required, the rent received by the landlord for any rental period commencing on or after such decrease or April 1, 1948, whichever is the later, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order decreasing the maximum rent on account of such decrease in services, furniture, furnishings, or equipment. Such amount shall be refunded to the tenant within 30 days after the date of issuance of the order unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1. (Part 840 of this chapter.) If the Expediter finds that the landlord was not at fault in failing to comply with this paragraph (b), the order may relieve the landlord of the duty to refund.

(3) *Adjustment in maximum rent for decreases prior to April 1, 1948.* Where a landlord decreased living space, services, furniture, furnishings, or equipment before April 1, 1948, while the accommodations were occupied, or decreased the living space, services, furniture, furnishings, or equipment during such period while the accommodations were vacant, and failed or fails to file a petition or a written report as was required by the provisions of this paragraph (b) prior to April 1, 1948, the rent received by the landlord for any rental period commencing on or after such decrease or July 1, 1947, whichever is later, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order decreasing the maximum rent on account of such decrease in living space, services, furniture, furnishings, or equipment. Such amount shall be refunded to the tenant within 30 days after the date of issuance of the order, unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1. (Part 840 of this chapter.) If the Expediter finds that the landlord was not at fault in failing to comply with the provisions of this paragraph (b) in effect prior to April 1, 1948, the order may relieve the landlord of the duty to refund.

(c) *Grounds for decrease of maximum rent.* The Expediter at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable only on the grounds that:

(1) *Rent higher than rents generally prevailing.* The maximum rent for hous-

ing accommodations established under paragraphs (b), (d), or (f), of section 4 of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, or under § 825.44 (c) or (e) is higher than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

Where the maximum rent for said housing accommodations was originally established under paragraphs (b), (d), or (f) of section 4 of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, and the landlord failed, due to his fault, to file a timely proper registration statement, the rent received for any rental period commencing on or after July 1, 1947, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order under this section. Such amount shall be refunded to the tenant within 30 days after the date of the issuance of the order, unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1. (Part 840 of this chapter.) The landlord shall have the duty to refund only if the order under this section is issued in a proceeding commenced by the Expediter within 3 months after the date of filing of such registration statement.

(2) *Substantial deterioration.* There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since September 1, 1943.

(3) *Substantial deterioration or change to unfurnished prior to September 1, 1943.* There was a substantial deterioration of the housing accommodations or a change from fully furnished to unfurnished during the year ending on August 31, 1943, and as a result the maximum rent for such accommodations is substantially higher than the maximum rent generally prevailing in the defense-rental area for comparable housing accommodations.

(4) *Decrease in space, services, furniture, furnishings or equipment.* There has been a decrease in the minimum services, furniture, furnishings or equipment required by § 825.43 since September 1, 1943, or a substantial decrease in the living space since June 30, 1947, but before April 1, 1948.

(5) *Special relationship between landlord and tenant or peculiar circumstances.* The rent during some portion of the year ending on August 31, 1943, or on the date subsequent thereto determining the maximum rent, was materially affected by the blood, personal, or other special relationship between the landlord and the tenant, or by peculiar circumstances, and as a result the maximum rent for the housing accommodations is substantially higher than the maximum rent generally prevailing in the defense-rental area for comparable housing accommodations.

(6) *Substantial decrease in occupancy.* There has been a substantial decrease in the number of subtenants or other occupants since an order under paragraph (a) (6) of this section or section 5 (a) (6), of the Rent Regulation for

Housing issued pursuant to the Emergency Price Control Act of 1942, as amended.

(7) *Modification or elimination of necessity for increase under paragraph (a) (12) of this section or section 5 (a) (12) of the Rent Regulation for the Housing.* There has been a modification or elimination of the necessity for the increase in the maximum rent granted under paragraph (a) (12) of this section or section 5 (a) (12) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended, since the order issued under either of said paragraphs.

(d) *Orders where facts are in dispute, in doubt, or not known.* If the maximum rent, or any other fact necessary to the determination of the maximum rent, or the living space, services, furniture, furnishings, or equipment required to be provided with the accommodations is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Expediter at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact, or determining the living space, services, furniture, furnishings, and equipment required to be provided with the accommodations which order shall be effective to establish the maximum rent from July 1, 1947, or the date of first renting after July 1, 1947, whichever is applicable. If the Expediter is unable to ascertain such fact, or facts, he shall enter the order on the basis of the rent which he finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date and, where appropriate, may determine the living space, services, furniture, furnishings, and equipment included in such rent.

(e) *Sale of underlying lease or other rental agreement.* Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other person occupying under a rental agreement with the tenant the tenant may petition the Expediter for leave to exercise any right he would have except for §§ 825.41 to 825.52, inclusive, to sell his underlying lease or other rental agreement. The Expediter may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result in the circumvention or evasion of the act or §§ 825.41 to 825.52, inclusive. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

(f) *Interim orders.* Where a petition is filed by a landlord on one of the grounds set out in paragraph (a) of this section or a proceeding is initiated by the Expediter under paragraph (d), the Expediter may enter an interim order increasing or fixing the maximum rent until further order subject to refund by the landlord to the tenant of any amount received in excess of the maximum rent established by final order in such proceeding. The receipt by the landlord of any rent authorized by such interim order shall constitute an agreement by the landlord with the tenant to refund to the tenant any amount re-

ceived in excess of the maximum rent established by final order. The landlord shall make such refund either by repayment in cash or where the tenant remains in occupancy after the effective date of the final order, by deduction from the next installment of rent, or both.

(g) *Adjustments in case of options to buy.* No adjustment in the maximum rent shall be ordered on the ground that the landlord has, as a part of or in connection with a lease of housing accommodations, granted the tenant an option to buy the accommodations which are subject to the lease. Where a lease of housing accommodations was in force on the date determining the maximum rent, and the landlord had on that date as a part of or in connection with such lease, granted the tenant an option to buy the accommodations which are the subject of the lease, the Expediter may, on or after the termination of such lease, on his own initiative or on application of the tenant, enter an order fixing the maximum rent on the basis of the rent which the Expediter finds is generally prevailing in the defense-rental area for comparable housing accommodations not subject to an option to buy on the maximum rent date.

(h) *Election by landlord of seasonal maximum rents—(1) Landlord's election.* Where the total rent for housing accommodations for the eight months September 1942 through December 1942 and May 1943 through August 1943 was less than one-half of the total rent for the four months January 1943 through April 1943, the landlord may elect to have seasonal maximum rents applicable to the accommodations. A landlord so elects when he files a registration statement as provided in § 825.47 and expresses such election on the registration statement. After the landlord has elected seasonal maximum rents, the maximum rents provided by this paragraph shall apply to the housing accommodations until, on petition of the landlord, the Expediter consents to the landlord's request to revoke the election. Upon the granting of such request the maximum rents provided by § 825.44 shall apply to the accommodations.

(2) *Maximum rents for particular months.* Upon the landlord's election as provided in subparagraph (1) of this paragraph, the maximum rent for the housing accommodations for a particular month, beginning with the first rental period after the landlord's election, shall be the rent for the accommodations for the corresponding month of the year ending on August 31, 1943: *Provided, however,* That, where the accommodations were not rented or were rented for less than 21 days during such corresponding month of the year ending on August 31, 1943, the maximum rent for the particular month shall be the rent on September 1, 1943, or, if the accommodations were not rented on that date, the first rent after that date.

(3) *Adjustments of maximum rents.* If the maximum rent for a particular month is established under subparagraph (2) of this paragraph by either the rent on September 1, 1943 or the first

rent after that date, and is lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations for the corresponding month of the year ending on August 31, 1943, the Expediter on petition of the landlord, may order an increase in the maximum rent. If such maximum rent is higher than the rent generally prevailing in the defense-rental area for comparable housing accommodations for the corresponding month of the year ending August 31, 1943, the Expediter on his own initiative or on application of the tenant, may order a decrease in the maximum rent.

(4) *Reporting first rent.* Where the housing accommodations were not rented on September 1, 1943 and the maximum rent for a particular month is established under subparagraph (2) of this paragraph by the first rent after that date, the landlord, if he has previously filed a registration statement for the accommodations, shall report the first rent after September 1, 1943, within 30 days after the accommodations are first rented after that date, on the form provided therefor. If the landlord has not previously filed a registration statement for the accommodations, he shall file such registration statement within 30 days after first renting, as provided in § 825.47. If the landlord fails to file the report or registration statement within the time specified, the rent received from the time of first renting on November 1, 1943, whichever is the later, shall be received subject to refund to the tenant of any amounts in excess of the maximum rents which may later be fixed by an order under subparagraph (3) of this paragraph decreasing maximum rents. In such case, the order under subparagraph (3) of this paragraph shall be effective to decrease the maximum rents from the time of such first renting or November 1, 1943, whichever is the later.

(i) *Public housing.* Where the maximum rent for any housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State, or any of its political subdivisions, and owned by any of the foregoing, is below the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, the owner of such accommodations may with the consent of the Expediter increase the maximum rents to such generally prevailing rent by re-registering such accommodations at such generally prevailing rent.

For the purpose of this section, any corporation formed under the laws of a State shall not be considered an agency of the United States.

(j) *Adjustment to correct determinations of maximum rent.* The Expediter at any time on petition of the landlord or on his own initiative may enter an order adjusting the maximum rent where the maximum rent in effect on June 30, 1947 was established by an order issued under the rent regulations issued pursuant to the Emergency Price Control Act of 1942, as amended, and such order

was based upon an erroneous determination of fact or law.

§ 825.46 *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations and any tenant shall permit such inspection of the accommodations by the Expediter as he may, from time to time, require.

§ 825.47 *Registration.*—(a) *Registration statement.* Every landlord of controlled housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor, to be known as a registration statement, unless a registration statement was heretofore filed in accordance with the provisions of section 7 of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended. For housing accommodations rented prior to June 1, 1947, such registration statement shall be filed on or before July 10, 1947. For housing accommodations first rented on or after June 1, 1947, such registration statement shall be filed on or before July 30, 1947 or within 30 days after first renting, whichever is later. The statement shall identify each dwelling unit and specify the maximum rent provided by §§ 825.41 to 825.52, inclusive, for such dwelling unit and shall contain such other information as the Expediter shall require. The original shall remain on file with the Expediter and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement and shall obtain the tenant's signature and the date thereof, on the back of such statement.

When the maximum rent is changed by order of the Expediter, the landlord shall deliver his stamped copy of the registration statement to the area rent office for appropriate action reflecting such change.

Where, since the filing of the registration statement for any controlled housing accommodations, there has been a change in the identity of the landlord, by transfer of title or otherwise, the new landlord shall file a notice of such change on a form provided for that purpose, to be known as a notice of change in identity within 15 days after the change or July 1, 1947, whichever is later. If the new landlord indicates on the notice of change in identity that he has not obtained the landlord's copy of the original registration statement, the Expediter shall cause to be prepared and delivered to him a true copy of said original, which may be used to satisfy all requirements of this paragraph (a).

Any notice, order or other process or paper directed to the person named on the registration statement as the landlord at the address given thereon, or when a notice of change in identity has been filed, to the person named as landlord and at the address given in the most recent such notice, shall, under the circumstances prescribed in Revised Rent

Procedural Regulation 1 (Part 840 of this chapter) constitute notice to the person who is then the landlord.

The provisions of this section shall be applicable to any housing accommodations whose maximum rent was determined under section 4 (d) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended, on its sale by the owning agency, and within thirty days after the sale of such accommodations the new landlord shall file a registration statement as provided in paragraph (a) of this section: *Provided, however,* That if the housing accommodations are sold to the United States or a state of the United States or any of its political subdivisions, or any agency of the foregoing, paragraph (c) of this section shall continue to be applicable.

(b) *Receipt for amount paid.* No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

(c) *Exceptions from registration requirements.*—(1) *Housing owned and constructed by governmental agencies.* The provisions of this section shall not apply to housing accommodations whose maximum rent was originally determined under section 4 (d) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended. The owner of such housing accommodations shall file a schedule or schedules, setting out the maximum rents for all such accommodations in the defense-rental area and containing such other information as the Expediter shall require. A copy of such schedule or schedules shall be posted by the owner in a place where it will be available for inspection by the tenants of such housing accommodations.

(2) *Housing subject to rent schedule of War or Navy Department.* The provisions of this section shall not apply to housing accommodations rented to either Army or Navy personnel, including any civilian employees of the War and Navy Departments, for which the rent is fixed by the national rent schedule of the War or Navy Department.

§ 825.48 *Evasion.*—(a) *General.* The maximum rents and other requirements provided in §§ 825.41 to 825.52, inclusive, shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase or by modification of the practices relating to payment of commissions or other charges or by modification of the services furnished with housing accommodations, or by tying agreement, or otherwise.

(b) *Purchase of property as condition of renting.* Specifically, but without limitation on the foregoing, no person shall require a tenant or prospective tenant to purchase or agree to purchase furniture or any other property as a condition of renting housing accommodations unless the prior written consent of the Expediter is obtained.

§ 825.49 *Enforcement.* Persons violating any provision of §§ 825.41 to 825.52.

inclusive, are subject to civil enforcement actions and suits for treble damages as provided by the act.

§ 825.50 *Procedure.* All registration statements, reports and notices provided for by §§ 825.41 to 825.52, inclusive, shall be filed with the area rent office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Revised Rent Procedural Regulation 1 (Part 840 of this chapter).

§ 825.52 *Adoption of orders.* All orders issued pursuant to section 2 (c) and (d) (6) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, which were in effect on June 30, 1947, shall be deemed to continue in effect under §§ 825.41 to 825.52, inclusive, unless and until revoked or modified by the Expediter.

Effective date. This Controlled Housing Rent Regulation for the Miami Defense-Rental Area shall become effective July 1, 1947. [Originally issued June 30, 1947.]

CONTROLLED HOUSING RENT REGULATION FOR ATLANTIC COUNTY DEFENSE-RENTAL AREA

§ 825.61 *Definitions and scope of §§ 825.61 to 825.72, inclusive.* "Act" means the Housing and Rent Act of 1947, as amended.

"Expediter" means the Housing Expediter or the Rent Director or such other person or persons as the Expediter may appoint or designate to carry out any of the duties delegated to him by the act.

"Rent Director" means the person designated by the Expediter as director of the Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Expediter.

"Local Advisory Board" means a board created in a defense-rental area, or a part thereof, the members of which are appointed by the Housing Expediter upon recommendations made by the Governor, or as otherwise required by section 204 (e) of the Housing and Rent Act of 1947, as amended.

"Area rent office" means the office of the Rent Director in the Defense-Rental Area.

"Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

"Housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

"Controlled housing accommodations" means any housing accommodation in the Defense-Rental Area which is not specifically exempted from control or decontrolled under §§ 825.61 to 825.72, inclusive.

"Services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, and removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

"Landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

"Tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

"Rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for or in connection with the use or occupancy of housing accommodations or the transfer of a lease of such accommodations.

"Hotel" means any establishment which is commonly known as a hotel in the community in which it is located, and which provides customary hotel services.

"Motor court" means an establishment renting rooms, cottages or cabins; supplying parking or storage facilities for motor vehicles in connection with such renting and other services and facilities customarily supplied by such establishments; and commonly known as a motor, auto or tourist court in the community.

"Tourist home" means a rooming house which caters primarily to transient guests and is known as a tourist home in the community.

"Rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel or motor court in which a furnished room or rooms not constituting an apartment are rented on a short term basis of daily, weekly or monthly occupancy to more than two paying tenants, not members of the landlord's immediate family. The term includes boarding houses, dormitories, trailers not a part of a motor court, residence clubs and all other establishments of a similar nature, including tourist homes.

"Maximum rent date" means September 1, 1943, the maximum rent date for the Atlantic County Defense-Rental Area, as established under the Emergency Price Control Act of 1942, as amended.

"Date determining maximum rent" means the date as of which a maximum rent was determined for any particular housing accommodation in accordance with the Emergency Price Control Act of 1942, as amended, and the regulations issued thereunder, or under § 825.64 (b), (c), or (e), whichever is applicable.

"Effective date of regulation" means June 1, 1944. The term Rent Regulation for Housing, as hereinafter used, means the Rent Regulation for Housing in Atlantic County Defense-Rental Area issued pursuant to the Emergency Price Control Act of 1942, as amended.

(a) *Housing and defense-rental area to which §§ 825.61 to 825.72, inclusive, apply.* Sections 825.61 to 825.72, inclu-

sive, apply to all housing accommodations in the Atlantic County Defense-Rental Area, consisting of the County of Atlantic, New Jersey, except as provided in paragraph (b) of this section. The Atlantic County Defense-Rental Area is referred to hereinafter in §§ 825.61 to 825.72, inclusive, as the "defense-rental area."

(b) *Decontrolled and exempted housing to which §§ 825.61 to 825.72, inclusive, do not apply.*—(1) *Exempted housing.* Sections 825.61 to 825.72, inclusive, do not apply to the following:

(i) *Farming tenants.* Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon.

(ii) *Service employees.* Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part or all of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part.

(iii) *Accommodations subject to the Rent Regulation for Controlled Rooms in Rooming Houses and other Establishments.* Rooms or other housing accommodations subject to the Rent Regulation for Controlled Rooms in Rooming Houses and other Establishments (Subpart B).

(iv) *Structures subject to underlying leases.* (a) Entire structures or premises wherein more than 25 rooms are rented or offered for rent by any lessee, sublessee or other tenant of such entire structure or premises, except as provided in (c) of subdivision (iv).

(b) Entire structures or premises where 25 or less rooms are rented or offered for rent by any lessee, sublessee, or other tenant of such entire structures or premises: *Provided*, That all of the housing accommodations in such structures or premises are exempt or decontrolled under the provisions of this section and are not subject to the Rent Regulation for Controlled Rooms in Rooming Houses and other Establishments (Subpart B).

(c) Sections 825.61 to 825.72, inclusive, do apply to an underlying lease of any entire structure or premises which was entered into after the maximum rent date and prior to the effective date of the regulation while such lease remains in force with no power in the tenant to cancel or otherwise terminate the lease, unless all of the housing accommodations in such structure are exempt or decontrolled under the provisions of this section and are not subject to the Rent Regulation for Controlled Rooms in Rooming Houses and other Establishments (Subpart B).

(v) *Rented to National Housing Agency.* Housing accommodations rented to the United States acting by the National Housing Agency: *Provided, however*, That §§ 825.61 to 825.72, inclusive, do apply to a sublease or other subrenting of such accommodations or any part thereof.

(vi) *Resort housing; summer resort housing.* Housing accommodations located in a resort community and customarily rented or occupied on a seasonal basis prior to October 1, 1945, which were

not rented during any portion of the period beginning on November 1, 1943, and ending on February 29, 1944.

This exemption shall be effective only from June 1 to September 30, inclusive.

(vii) *Subletting.* The subletting or other subrenting of housing accommodations for a term beginning on or after June 1, 1948 and ending on or before September 30, 1948 by a tenant who remained in occupancy and used the accommodations as his home from January 1, 1948 to the date of subletting or other subrenting.

(2) *Decontrolled housing.* Sections 825.61 to 825.72, inclusive, do not apply to the following:

(i) *Accommodations in hotels, motor courts, trailers and trailer spaces, and tourist homes.* (a) Housing accommodations in a hotel (see definition of hotel in this section) which on June 30, 1947, were occupied by persons to whom were provided customary hotel services such as maid service, furnishing and laundering of linen, telephone and secretarial or desk service, use and upkeep of furniture and fixtures, and bellboy services (not necessarily all the types of services named need be provided in all cases, as long as enough are provided to constitute customary hotel services usually supplied in establishments commonly known as hotels in the community where they are located); (b) housing accommodations in establishments which were motor courts on June 30, 1947; (c) housing accommodations located in trailers and ground space rented for trailers; and (d) housing accommodations in any tourist home serving transient guests exclusively on June 30, 1947.

Reporting requirements. Every landlord of housing accommodations referred to in (a) and (d) of this subdivision (i), who has not filed an application for decontrol prior to April 1, 1948, shall on or before June 1, 1948 file in the area rent office a report of decontrol of such accommodations on a form provided by the Expediter.

(ii) *Accommodations created by new construction or conversion.* (a) Housing accommodations the construction of which was completed on or after February 1, 1947, or which are additional housing accommodations created by conversion on or after February 1, 1947: *Provided, however,* That maximum rents established under the Veterans' Emergency Housing Act for priority constructed housing accommodations completed on or after February 1, 1947, shall continue in full force and effect if such accommodations are being rented to veterans of World War II or their immediate families who, on June 30, 1947, either (1) occupied such housing accommodations, or (2) had a right to occupy such housing accommodations at any time on or after July 1, 1947, under any agreement whether written or oral; (b) housing accommodations the construction of which was completed on or after February 1, 1945, and prior to February 1, 1947, and which between the date of completion and June 30, 1947, both dates inclusive, at no time were rented (other than to members of the immediate family of the landlord) as housing accommodations.

For the purposes of this subdivision (ii) the time at which construction of housing accommodations shall be deemed to be "completed" shall be the date on which the dwelling is first suitable for occupancy and all utility and service connections have been made, except for the installation of such items and the completion of such decoration work as, in accordance with the custom of the community, are left for installation by, or to the choice of, the purchaser or the tenant; and the word "conversion" means (1) a change in a structure from a non-housing use or (2) a structural change in a residential unit or units involving substantial alterations or remodeling and resulting in the creation of additional housing accommodations.

(iii) *Accommodations not rented for two-year period.* Housing accommodations which for any successive 24-month period during the period February 1, 1945, to March 30, 1948, both dates inclusive, were not rented (other than to members of the immediate family of the landlord) as housing accommodations.

(iv) *Nonhousekeeping furnished accommodations.* Nonhousekeeping, furnished housing accommodations, located within a single dwelling unit not used as a rooming or boarding house, but only if no more than two paying tenants, not members of the landlord's immediate family live in such dwelling unit, and the remaining portion of such dwelling unit is occupied by the landlord or his immediate family. (See definition of rooming house in this section.)

(v) *Leased accommodations.* (a) Except as hereinafter provided in this subdivision (v), housing accommodations concerning which a landlord and tenant on or before December 31, 1947, voluntarily entered into a valid written lease in good faith and such lease took effect on or after July 2, 1947, but before January 1, 1948, and such lease by its terms expires on or after December 31, 1948, and provided for a rent not in excess of 15 percent above the maximum rent in effect prior to the effective date of such lease and a true and duly executed copy of such lease was filed with the Housing Expediter within 15 days after the date of execution thereof.

(b) Except as hereinafter provided in this subdivision (v), housing accommodations concerning which a landlord and tenant (including landlords and tenants who have executed leases in accordance with (a) of this subdivision (v) and including any new tenant) on or before December 31, 1948, voluntarily enter into a valid written lease in good faith for a rent not in excess of 15 percent over the maximum rent which in the absence of a lease would be in effect with respect thereto on March 30, 1948, plus or minus the amount of any adjustment under § 825.65, and such lease takes effect on or after April 1, 1948, and expires on or after December 31, 1949, and a true and duly executed copy of such lease is filed with the Expediter within 15 days after the date of execution of such lease.

Exceptions to (a) and (b) of this subdivision (v). All housing accommodations referred to in (a) of this subdivision (v) shall be subject to §§ 825.61 to 825.72,

inclusive, unless the lease provided for the same living space, services, furniture, furnishings and equipment with the housing accommodations as were required to be provided by §§ 825.61 to 825.72, inclusive, prior to the effective date of the lease.

All housing accommodations referred to in (b) of this subdivision (v) shall be subject to §§ 825.61 to 825.72, inclusive, unless the lease provides for the same living space, services, furniture, furnishings, and equipment with the housing accommodations which in the absence of a lease would be required to be provided by §§ 825.61 to 825.72, inclusive, on March 30, 1948, plus or minus such living space, services, furniture, furnishings and equipment as have thereafter been added or removed and for which increase or decrease an order adjusting the maximum rent has been issued by the Expediter.

All housing accommodations referred to in (a) and (b) of this subdivision (v) shall be subject to §§ 825.61 to 825.72, inclusive, if the lease is terminated or expires on or after April 1, 1948, and before March 31, 1949, unless a subsequent lease entered into under the provisions of (b) of this subdivision (v) is in force.

Reporting requirements. A landlord shall file Form D-92—Registration of Lease—in triplicate with the true and duly executed copy of the lease required to be filed in (b) of this subdivision (v).

A landlord shall file a report in the Area Rent Office on a form provided by the Expediter, of any termination of a lease referred to in (a) or (b) of this subdivision (v) prior to the expiration date of the lease. Such report shall be filed within fifteen days after such termination or fifteen days after April 1, 1948, whichever is later.

(c) *Effect of §§ 825.61 to 825.72, inclusive, on leases and other rental agreements.* The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with §§ 825.61 to 825.72, inclusive.

(d) *Waiver of benefit void.* An agreement by the tenant to waive the benefit of any provision of §§ 825.61 to 825.72, inclusive, is void. A tenant shall not be entitled, by reason of §§ 825.61 to 825.72, inclusive, to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of §§ 825.61 to 825.72, inclusive.

§ 825.62 *Prohibition against higher than maximum rents—(a) General prohibition.* Regardless of any contract, agreement, lease, or other obligation heretofore or hereafter entered into, no person shall offer, demand or receive any rent for or in connection with the use or occupancy on and after the effective date of §§ 825.61 to 825.72, inclusive, of any housing accommodations within the defense-rental area higher than the maximum rents provided by §§ 825.61 to 825.72, inclusive; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. A reduction in the services, furniture, furnishings or equipment required under § 825.63 shall constitute an acceptance of rent higher than

the maximum rent. Lower rents than those provided by §§ 825.61 to 825.72, inclusive, may be demanded or received.

(b) *Lease with option to buy.* Where a lease of housing accommodations was entered into prior to the effective date of regulation and the tenant as a part of such lease or in connection therewith was granted an option to buy the housing accommodations which were the subject of the lease, with the further provision that some or all of the payments made under the lease should be credited toward the purchase price in the event such option is exercised, the landlord, notwithstanding any other provision of §§ 825.61 to 825.72, inclusive, may be authorized to receive payment made by the tenant in accordance with the provisions of such lease and in excess of the maximum rent for such housing accommodations. Such authority may be secured only by a written request of the tenant to the area rent office and shall be granted by order of the Expediter if he finds that such payments in excess of the maximum rent will not be inconsistent with the purposes of the act or §§ 825.61 to 825.72, inclusive, and would not be likely to result in the circumvention or evasion thereof. After entry of such order the landlord shall be authorized to demand, receive and retain, and the tenant shall be authorized to offer payments provided by the lease in excess of the maximum rent for periods commencing on or after the effective date of §§ 825.61 to 825.72, inclusive. After entry of such order, the provisions of the lease may be enforced in accordance with law, notwithstanding any other provision of §§ 825.61 to 825.72, inclusive. Nothing in this paragraph shall be construed to authorize the landlord to demand or receive, or the tenant to offer payments in excess of the maximum rent in the absence of an order of the Expediter as herein provided. Where a lease of housing accommodations has been entered into on or after the effective date of regulation, and the tenant as a part of such lease or in connection therewith has been granted an option to buy the housing accommodations which are the subject of the lease, the landlord, prior to the exercise by the tenant of the option to buy, shall not demand or receive, nor shall the tenant offer payments in excess of the maximum rent, whether or not such lease allocates some portion or portions of the periodic payments therein provided as payments on or for the option to buy.

(c) *Security deposits.*—(1) *General prohibition.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand, receive or retain a security deposit for or in connection with the use or occupancy of housing accommodations within the defense-rental area except as provided in this paragraph (c). The term "security deposit", in addition to its customary meaning, includes any prepayment of rent except payment in advance of the next periodic installment of rent for a period no longer than one month but shall not include rent voluntarily prepaid subsequent to possession by a tenant under a written lease for his own convenience.

(2) *Maximum rent established under section 4 (a) or (b) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (a) or (b), no security deposit shall be demanded, received, or retained except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement in effect on the date determining the maximum rent established under said section 4 (a) or (b).

(3) *Maximum rent established under section 4 (c) or (d) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (c) or (d), no security deposit shall be demanded, received, or retained except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement under which the accommodations were first rented or in any order heretofore or hereafter entered. Where such lease or other rental agreement provided for a security deposit, the Expediter at any time, on his own initiative or on application of the tenant, may order a decrease in the amount of such deposit or may order its elimination.

(4) *Maximum rent established under section 4 (e) or (i) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (e) or (i), no security deposit shall be demanded or received.

(5) *Maximum rent established under section 4 (f) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (f), no security deposit shall be demanded, received, or retained.

(6) *Maximum rent established under section 4 (g) or (h) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended.* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (g) or (h), no security deposit shall be demanded or received, except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement in effect on September 1, 1944. Where such accommodations were or are first rented after September 1, 1944, no security deposit shall be demanded, received, or retained.

(7) *Deposits to secure the return of certain movable articles.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may petition for an order authorizing the demand and receipt of a deposit to secure the return of movable articles. If the landlord shows that he has a special need therefor, the Expediter may enter an order authorizing a security deposit, not in excess of ten dollars, to secure the return of the movable articles specified in the order.

(8) *Deposits on certain leased furnished accommodations.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may demand, receive, and retain as a security deposit, the rent for the last rental period of the term, not exceeding one month, where a newly constructed housing accommodation is, or was, rented and occupied for the first time after March 25, 1947, fully furnished, under a written lease, or where such newly constructed housing accommodation was rented and occupied for the first time on or prior to March 25, 1947, fully furnished, under a written lease, and was constructed with a priority rating or under specific authorization by the United States or any agency thereof for which the rent was approved by the United States or any agency thereof and the entire project covered by the single priority application of which the housing accommodation was a part was not completed until after March 25, 1947.

(9) *Deposits based on prior rental practices.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may demand, receive, and retain, in the case of any rental agreement entered into on or after April 1, 1948, a security deposit, if said deposit does not exceed the rent for one month in addition to the otherwise authorized collection of rent in advance, if the demand, collection or retention of such a security deposit was an accepted rental practice, prior to January 30, 1942, in the area in which the premises are located, or was customarily required before that date by the same landlord in the renting of the particular housing accommodations involved, and if the tenant is allowed, under the terms of the rental agreement, to occupy the premises for the period covered by the security deposit without further payment of rent. Each area rent director shall determine the rental practice or practices, prior to January 30, 1942, with reference to such security deposits in the particular area or any portion thereof.

§ 825.63 *Minimum space, services, furniture, furnishings, and equipment.* Except as set forth in §§ 825.64 (e) or 825.65 (b) or as otherwise provided in this section, every landlord shall, as a minimum, provide with housing accommodations the same living space, services, furniture, furnishings, and equipment as he was required to provide by §§ 825.61 to 825.72, inclusive, on March 31, 1948.

Where the maximum rent is determined under § 825.64 (b) (1), the landlord shall, as a minimum, provide with the housing accommodations the same living space, services, furniture, furnishings, and equipment as he was required to provide by §§ 825.61 to 825.72, inclusive, prior to the effective date of the lease.

Where the maximum rent is determined under § 825.64 (b) (2), the landlord shall, as a minimum, provide with the housing accommodations the same living space, services, furniture, furnishings, and equipment as he would be required to provide by §§ 825.61 to 825.72, inclusive, in the absence of a lease on March 30, 1948, plus or minus such living space, services, furniture, furnishings and equipment as have thereafter been added or removed and for which increase or decrease an order adjusting the maximum rent has been issued by the Expediter.

§ 825.64 *Maximum rents*—(a) *Maximum rents in effect on June 30, 1947.* The maximum rent for any housing accommodation under §§ 825.61 to 825.72, inclusive (unless and until changed by the Expediter as provided in § 825.65), shall be the maximum rent which was in effect on June 30, 1947, as established under the Emergency Price Control Act of 1942, as amended, and the applicable rent regulation issued thereunder, except as otherwise provided in this section.

(b) *Maximum rent on termination of lease.* (1) For housing accommodations concerning which a lease as described in § 825.61 (b) (2) (v) (a) was in effect, but is terminated on or after April 1, 1948 but before March 31, 1949, the maximum rent shall be the rent provided by the lease or the maximum rent which would have been in effect for said accommodations on March 30, 1948, in the absence of such lease, whichever is higher.

(2) For housing accommodations concerning which a lease as described in § 825.61 (b) (2) (v) (b) was in effect and is terminated before March 31, 1949, the maximum rent shall be the rent provided by the lease.

(c) *First rent after June 30, 1947* (see also paragraph (e) of this section. For controlled housing accommodations first rented on or after July 1, 1947, the maximum rent shall be the first rent for such accommodations. Within 30 days after so renting, the landlord shall register the accommodations as provided in § 825.67. The Expediter may order a decrease in the maximum rent as provided in § 825.65 (c) (1) and (6).

If the landlord fails to file a proper registration statement within the time specified, the rent received for any rental period commencing on or after the date of the first renting shall be received, subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order under § 825.65 (c) (1) and (6). Such amount shall be refunded to the tenant within 30 days after the date of the issuance of the order unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). If the Expediter finds that the landlord was not at fault in failing to file a proper registration statement within the time specified, the order under § 825.65 (c) may relieve the landlord of the duty to refund. The landlord shall have the duty to refund only if the order under § 825.65 (c) is issued in a proceeding commenced by the

Expediter within 3 months after the date of filing of such registration statement.

(d) *Housing subject to schedule of War or Navy Department.* Where housing accommodations on June 30, 1947 are rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments for which the rent is fixed by the national rent schedule of the War and Navy Departments, and on or after July 1, 1947, the rents on such housing accommodations cease to be governed by the national rent schedule of the War or Navy Departments, the maximum rents shall be those which would have been applicable under the appropriate subsection of section 4 of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, or shall be established under paragraph (c) of this section.

(e) *Increase or decrease in space on or after April 1, 1948.* Where housing accommodations are changed on or after April 1, 1948, by a substantial increase or decrease in dwelling space, the maximum rent for the housing accommodations resulting from such change shall be the first rent charged after such change: *Provided, however,* That the Expediter at any time may order a decrease in the maximum rent as provided in § 825.65 (c) (1) and (6): *And provided further,* That the rent received for any rental period commencing on or after the date of the first renting shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order under § 825.65 (c) (1) or (6). Such amount shall be refunded within 30 days after the date of the issuance of the order unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). The order entered by the Expediter shall fix the maximum rent retroactively to the date of first renting after such change. The landlord shall, within 30 days after renting said accommodations, file a proper registration statement in the area office in accordance with the provisions of § 825.67 herein. The landlord shall have the duty to refund only if the order under this section is issued in a proceeding commenced by the Expediter within 3 months after the date of filing of such registration statement.

§ 825.65 *Adjustments and other determinations.* Section 825.65 sets forth specific standards for the adjustment of maximum rents. In applying these standards and entering orders increasing or decreasing maximum rents, the Expediter shall give full consideration to the correction of inequities in maximum rents and the purposes and provisions of the Housing and Rent Act of 1947, as amended.

In the circumstances enumerated in this section, the Expediter may issue an order changing the maximum rents otherwise allowable or the minimum space, services, furniture, furnishings or equipment required, except in cases where an order increasing or decreasing the maximum rent on the same facts and grounds was entered under the rent regulations

issued pursuant to the Emergency Price Control Act of 1942, as amended.

In making adjustments under this section, recommendations of local advisory boards shall be approved within 30 days if appropriately substantiated and in accordance with applicable law and regulations. If any recommendation cannot be acted upon within 30 days the board shall be notified in writing of the reasons therefor.

In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, an increase or decrease in the number of subtenants or other occupants, or a deterioration, the adjustment in the maximum rent shall be the amount the Expediter finds would have been on the maximum rent date, the difference in the rental value of the housing accommodations by reason of such change: *Provided, however,* That no adjustment shall be ordered where it appears that the rent on the date determining the maximum rent was fixed in contemplation of and so as to reflect such change.

In all other cases except those under paragraphs (a) (7), (12), (13), (14), (15), (c) (6), and (8) of this section, the adjustment shall be on the basis of the rent which the Expediter finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date: *Provided,* That in cases under paragraphs (a) (6) and (c) (5) of this section, the adjustment may be on the basis of the rental agreement in force on the date determining the maximum rent: *Provided, further,* That in cases under paragraphs (a) (3) (c) (1) and (3) of this section involving an increase or decrease in living space, the adjustment shall be either the amount the Expediter finds would have been on the maximum rent date the difference in the rental value of the housing accommodations by reason of such change or on the basis of the rent which the Expediter finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date, whichever is higher: *And provided, further,* That in cases under paragraph (1) of this section the adjustment shall be in the amount necessary to correct the error.

In cases involving construction, appropriate allowance shall be made for general increases in costs of construction in the defense-rental area since 1939.

In cases under paragraphs (a) (7), (14), and (c) (6) of this section, the adjustment shall be on the basis of the rents which the Expediter finds were generally prevailing in the defense-rental area for comparable housing accommodations during the year ending on the maximum rent date.

In cases under paragraph (a) (3) of this section appropriate allowance shall be made for general increases in costs of services, furniture, furnishings, or equipment in the defense-rental area since the maximum rent date.

In cases under paragraph (a) (12) of this section, the adjustment in the maximum rent shall be in the amount necessary to relieve the substantial hardship.

In cases under paragraph (c) (8) of this section, the adjustment in the maximum rent shall be in the amount the Expediter finds warranted by the modification or elimination of the necessity for the increase in the maximum rent granted under paragraph (a) (12) of this section: *Provided*, That no decrease shall be ordered in an amount greater than the adjustment ordered under paragraph (a) (12) of this section.

In cases under paragraph (a) (13) of this section the adjustment shall be in the amount of the difference between the rent on the date determining the maximum rent and the rent agreed upon by the landlord and tenant as a result of a continuous process of bargaining on interrelated matters.

In cases under paragraph (a) (15) of this section the adjustment shall be the amount of the rent increase granted by the appropriate agency of the United States.

In cases under paragraph (a) (16) of this section, the adjustment shall be in the amount necessary to relieve the controlled rental units of their share of the operating loss.

In all cases under paragraph (a) of this section the adjustment in the maximum rent shall be effective as of the date of the filing of the landlord's petition.

(a) *Grounds for increase of maximum rent.* Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable only on the grounds that:

(1) *Major capital improvement after effective date.* There has been on or after the effective date of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) *Change prior to maximum rent date.* There was, on or prior to the maximum rent date, a substantial change in the housing accommodations by a major capital improvement, as distinguished from ordinary repair, replacement, and maintenance or a substantial increase in the services, furniture, furnishings, or equipment, and the rent on the maximum rent date was fixed by a lease or other rental agreement which was in force at the time of such change or increase.

(3) *Substantial increase in living space services, furniture, furnishings or equipment.* There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent or a substantial increase in the living space since June 30, 1947, but before April 1, 1948. No increase in the maximum rent shall be ordered on the ground set forth in this paragraph (a), (3) unless the increase in living space, services, furniture, furnishings or equipment occurred with the consent of the tenant or while the accommodations were vacant: *Provided*, That an adjustment may be ordered, although the tenant refuses to consent to the increase in living space, services, furniture, furnis-

ings or equipment, if the Expediter finds that such increase (1) is reasonably required for the operation of a multiple dwelling structure or other structure of which the accommodations are a part or (ii) is necessary for the preservation or maintenance of the accommodations.

(4) [Revoked.]

(5) [Revoked.]

(6) *Varying rents.* The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a higher rent at other periods during the term of such lease or agreement.

(7) *Seasonal rents.* The rent on the date determining the maximum rent was substantially lower than at other time of year by reason of seasonal demand, or seasonal variations in the rent, for such housing accommodations. In such cases the Expediter's order may if he deems it advisable provide for different maximum rent for different periods of the calendar year.

(8) *Substantial increase in occupancy.*

(i) There has been, since the date determining the maximum rent a substantial increase in the number of subtenants or other persons occupying the accommodations or a part thereof under a rental agreement with the tenant.

(ii) There has been, since the date determining the maximum rent a substantial increase in the number of occupants in excess of normal occupancy for that class of accommodations on the maximum rent date.

(iii) There has been, since the date determining the maximum rent an increase in the number of occupants over the number contemplated by the rental agreement on the date determining the maximum rent, where the landlord on that date had a regular and definite practice of fixing different rents for the accommodations for different numbers of occupants.

(9) [Revoked.]

(10) *Priority rating granted on September 1941 application form of Office of Production Management.* The maximum rent for the housing accommodations was originally established under section 4 (f) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended, the application for priority rating for the construction of the housing accommodations was filed on the September 1941 form in use by the Office of Production Management prior to the revision of this form on December 15, 1941, the landlord did not make, prior to the maximum rent date, or, if the accommodations were not rented on that date, prior to the first renting of the accommodations after that date, a written request to the appropriate agency of the United States to approve a higher rent than the rent initially approved because of increased costs of construction, and the maximum rent for the accommodations is substantially lower than the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, giving due consideration to general increases in costs of construction, if any, in the defense-rental area since the maximum rent date.

This paragraph (a) (10) shall apply only to housing accommodations which were first rented prior to March 29, 1944.

(11) *Inequitable rents.* The rent on the date determining the maximum rent was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

(12) *Substantial hardship from increase in operating expenses.* The landlord is suffering a substantial hardship because his present net income for the property is less than his average annual net income for a prior base period due to an unavoidable increase in operating expenses. A petition for adjustment under this section must be filed on Form D-58 or D-58A, whichever is appropriate, provided by the Expediter, in accordance with instructions contained therein.

In proper cases increase in pay-roll and property taxes in effect on the date of the filing of the petition may be considered by the Expediter in determining whether substantial hardship exists.

For the purposes of this paragraph (a) (12), the term:

(i) "Property" includes one or more structures operated as a single unit or enterprise.

(ii) "Present net income" means the amount determined by subtracting the operating expenses for the current year from the present annual income.

(iii) "Operating expenses" means all property taxes and other operating costs, including depreciation, but excluding interest, necessary to the operation and maintenance of the property properly chargeable and allocated to the current year, or base period, as the case may be.

(iv) "Current year" means: (a) the most recent calendar or fiscal year used by the landlord; or (b) any 12 consecutive months ending not more than 90 days prior to the date of the filing of the petition; *Provided, however*, That if an allowance is requested for increase in pay-roll or property taxes not fully reflected in the "current year" as defined above, at least one calendar month must have passed between the end of the current year and the beginning of the month in which the petition is filed.

(v) "Present annual income" means the legal monthly rent for all units in the premises, both residential and commercial, on the date the petition is filed, multiplied by 12, together with any other income earned from the operation of the property during the current year. In any case where an uncontrolled rental unit is vacant, or is occupied in whole or in part rent free on such date, the full rental value shall be considered the legal rent. In any case where a unit was rented on a seasonal or varying rental basis during the year ending on the date the petition was filed, the average monthly rental during such year shall be considered the legal rent.

(vi) "Net income for the base period" means the amount determined by subtracting operating expenses for the base period from total income for the base period.

(vii) "Base period" means any period of two consecutive years prior to the current year but not beginning before Janu-

ary 1, 1939, which the Expediter finds to be representative of the property's normal operations: *Provided, however*, That where a representative period of two consecutive years is not available, the Expediter in his discretion may, for the purpose of this section, accept a representative period of not less than one year: *And provided further*, That where a previous adjustment was granted under this paragraph (a) (12) the base period shall be the current year used in obtaining that adjustment, except that the total income shall be appropriately adjusted in accordance with the previous adjustment.

(viii) "Total income for the base period" means total rental and other income earned from the property and the full rental value of any accommodations in the property occupied in whole or in part rent free.

In making adjustments under this paragraph (a) (12), the Expediter shall take into consideration any adjustments in maximum rents ordered after the date the petition is filed, as well as any leases which are in effect under section 204 (b) of the Housing and Rent Act of 1947, as amended.

No adjustment shall be granted under this paragraph (a) (12) with respect to housing accommodations regularly rented to employees of the landlord (so-called company housing).

In any case where a petition for adjustment under this paragraph (a) (12) was pending on June 30, 1948, the landlord may elect to have the petition processed under this section as it read prior to its amendment on July 10, 1948.

(13) *Rented to an employee of landlord.* The housing accommodations were rented to an employee of the landlord both on the date determining the maximum rent and at the time the order under this paragraph (a) (13) is issued, and after the date determining the maximum rent but prior to the effective date of regulation the landlord and tenant agreed, as the result of a continuous process of bargaining on interrelated matters, upon a wage increase and a rent increase, and the wage increase agreed upon has been put into effect.

(14) *Changes from year-round to seasonal renting.* The accommodations are located in a resort community, are primarily adapted to occupancy on a seasonal basis, are vacant and the establishment of seasonal variations in the rent would not, in the opinion of the area rent director, be inconsistent with the purposes of the act.

(15) *Approval of higher rents for priority constructed housing.* The maximum rent was established under section 4 (f) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended, and prior to final completion of all units included in a single priority application, but subsequent to the first renting of said accommodations, the landlord made a written request to the appropriate agency of the United States to approve a higher rent than the rent initially approved because of increased costs of construction, and a higher rent was approved by such agency.

(16) *Landlord operating at a loss.* The landlord is operating at a loss. A landlord shall be considered to be operating at a loss if his operating expenses for the premises for the current year exceed his total annual income for such premises. A petition for adjustment under this section must be filed on form D-99, provided by the Expediter, and in accordance with instructions contained therein.

For the purposes of this paragraph (a) (16), the terms:

(i) "Operating expenses" includes all property taxes and other operating costs, including depreciation (but excluding interest) necessary to the operation and maintenance of the premises properly chargeable and allocated to the "current year."

(ii) "Total annual income" means "present annual scheduled rental income" plus any other income earned from the operation of the premises during the current year.

(iii) "Present annual scheduled rental income" means the legal monthly rent for all units in the premises, both residential and commercial, on the date the petition is filed, multiplied by 12. In any case where an uncontrolled rental unit is vacant, or is occupied in whole or in part rent free on such date, the full rental value shall be considered the legal rent, and in any case where a unit was rented on a seasonal or varying rental basis during the year ending on the date the petition was filed, the average monthly rent during such year shall be considered the legal rent.

(iv) "Current year" means any 12 consecutive months ending not more than 90 days prior to the date of the filing of the petition: *Provided, however*, That such current year must extend at least 6 months beyond the last date of the "current year" used in a previous petition on which an adjustment was granted due to operating loss.

(v) "Depreciation" means any one of the following:

The amount shown on the landlord's income tax return to the United States Bureau of Internal Revenue for the year including the maximum rent date; or,

Two and one-half percent of the value at which the building was assessed for tax purposes on the maximum rent date; or if it was not in existence on the maximum rent date, two and one-half percent of the first assessed value of the building; or,

The amount derived by multiplying the present annual scheduled rental income by the appropriate percentage as follows:

	Percent
For one or two-unit structures.....	21
For three or four-unit structures.....	16
For five or more unit structures.....	11

In making adjustments under this section the Expediter shall take into consideration any adjustments in maximum rents after the date the petition is filed, as well as any leases which are in effect under section 204 (b) of the Housing and Rent Act of 1947, as amended.

No adjustment shall be granted under this section with respect to housing accommodations regularly rented to employees of the landlord (so-called company housing).

(b) *Decreases in minimum services, furniture, furnishings, equipment and space—*(1) *Requirements for petition and order, or report.* The landlord shall, until the accommodations become vacant, maintain the minimum services, furniture, furnishings, and equipment as required under § 825.63, unless and until he has filed a petition to decrease the services, furniture, furnishings, or equipment and an order permitting a decrease has been entered thereon. When the accommodations become vacant, the landlord may on renting to a new tenant decrease the services, furniture, furnishings, or equipment below the minimum; within 10 days after so renting the landlord shall file a written report with the area rent director showing such decrease.

(2) *Adjustment in maximum rent for decreases on and after April 1, 1948.* The order on any petition under this paragraph (b) may require an appropriate adjustment in the maximum rent; and any maximum rent for which a report is required by this paragraph (b) may be decreased in accordance with the provisions of paragraph (c) (3) of this section.

If the landlord fails to file the report required by this paragraph (b) within the time specified, or decreases the services, furniture, furnishings, or equipment without an order authorizing such decrease where such order is required, the rent received by the landlord for any rental period commencing on or after such decrease or April 1, 1948, whichever is the later, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order decreasing the maximum rent on account of such decrease in services, furniture, furnishings, or equipment. Such amount shall be refunded to the tenant within 30 days after the date of issuance of the order unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). If the Expediter finds that the landlord was not at fault in failing to comply with this paragraph (b), the order may relieve the landlord of the duty to refund.

(3) *Adjustments in maximum rent for decreases prior to April 1, 1948.* Where a landlord decreased living space, services, furniture, furnishings, or equipment before April 1, 1948, while the accommodations were occupied, or decreased the living space, services, furniture, furnishings, or equipment during such period while the accommodations were vacant, and failed or fails to file a petition or a written report as was required by the provisions of this paragraph (b) prior to April 1, 1948, the rent received by the landlord for any rental period commencing on or after such decrease or July 1, 1947, whichever is later, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order decreasing the maximum rent on account of such decrease in living space, services, furniture, furnishings, or equipment. Such amount shall be refunded to the tenant within 30 days after the date of issuance of the order, unless the

refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). If the Expediter finds that the landlord was not at fault in failing to comply with the provisions of this paragraph (b) in effect prior to April 1, 1948, the order may relieve the landlord of the duty to refund.

(c) *Grounds for decrease of maximum rent.* The Expediter at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable only on the grounds that:

(1) *Rent higher than rents generally prevailing.* The maximum rent for housing accommodations established under paragraph (c), (d), (e), (g), or (j) of Section 4 of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, or under § 825.64 (c) or (e) is higher than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

Where the maximum rent for said housing accommodations was originally established under paragraph (c), (d), (e), or (j) of section 4 of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, and the landlord failed, due to his fault, to file a timely proper registration statement, the rent received for any rental period commencing on or after July 1, 1947 shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order under this section. Such amount shall be refunded to the tenant within 30 days after the date of the issuance of the order, unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). The landlord shall have the duty to refund only if the order under this section is issued in a proceeding commenced by the Expediter within 3 months after the date of filing of such registration statement.

(2) *Substantial deterioration.* There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) *Decrease in space, services, furniture, furnishings or equipment.* There has been a decrease in the minimum services, furniture, furnishings or equipment required by § 825.63 since the date or order determining the maximum rent, or a substantial decrease in the living space since June 30, 1947, but before April 1, 1948.

(4) *Special relationship between landlord and tenant or peculiar circumstances.* The rent on the date determining the maximum rent was materially affected by the blood, personal, or other special relationship between the landlord and tenant, or by peculiar circumstances and as a result was substantially higher than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

(5) *Varying rents.* The rent on the date determining the maximum rent was

established by a lease or other rental agreement which provided for a lower rent at other periods during the term of such lease or agreement.

(6) *Seasonal rent.* The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand or seasonal variations in the rent, for such housing accommodations. In such cases the Expediter's order may if he deems advisable provide for different maximum rents for different periods of the calendar year.

(7) *Substantial decrease in occupancy.* There has been a substantial decrease in the number of subtenants or other occupants since an order under paragraph (a) (8) of this section, or section 5 (a) (8) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended.

(8) *Modification or elimination of necessity for increase under paragraph (a) (12) of this section or section 5 (a) (12) of the Rent Regulation for Housing.* There has been a modification or elimination of the necessity for the increase in the maximum rent granted under paragraph (a) (12) of this section or section 5 (a) (12) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended, since the order issued under either of said paragraphs.

(d) *Orders where facts are in dispute, in doubt, or not known.* If the maximum rent, or any other fact necessary to the determination of the maximum rent, or the living space, services, furniture, furnishings or equipment required to be provided with the accommodations is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Expediter at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact, or determining the living space, services, furniture, furnishings, and equipment required to be provided with the accommodations which order shall be effective to establish the maximum rent from July 1, 1947 or the date of first renting after July 1, 1947, whichever is applicable. If the Expediter is unable to ascertain such fact or facts, he shall enter the order on the basis of the rent which he finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date and, where appropriate, may determine the living space, services, furniture, furnishings and equipment included in such rent.

(e) *Sale of underlying lease or other rental agreement.* Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant the tenant may petition the Expediter for leave to exercise any right he would have except for §§ 825.61 to 825.72, inclusive, to sell his underlying lease or other rental agreement. The Expediter may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result in the circumvention or evasion of the Act or §§ 825.61 to 825.72, inclusive. He may

require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

(f) *Interim orders.* Where a petition is filed by a landlord on one of the grounds set out in paragraph (a) of this section or a proceeding is initiated by the Expediter under paragraph (d), the Expediter may enter an interim order increasing or fixing the maximum rent until further order subject to refund by the landlord to the tenant of any amount received in excess of the maximum rent established by final order in such proceeding. The receipt by the landlord of any rent authorized by such interim order shall constitute an agreement by the landlord with the tenant to refund to the tenant any amount received in excess of the maximum rent established by final order. The landlord shall make such refund either by repayment in cash or where the tenant remains in occupancy after the effective date of the final order, by deduction from the next installment of rent, or both.

(g) *Adjustments in case of options to buy.* No adjustment in the maximum rent shall be ordered on the ground that the landlord has, as a part of or in connection with a lease of housing accommodations, granted the tenant an option to buy the accommodations which are the subject of the lease. Where a lease of housing accommodations was in force on the date determining the maximum rent, and the landlord had on that date, as a part of or in connection with such lease, granted the tenant an option to buy the accommodations which are the subject of the lease, the Expediter may, on or after the termination of such lease, on his own initiative or on application of the tenant, enter an order fixing the maximum rent on the basis of the rents which the Expediter finds were generally prevailing in the defense-rental area for comparable housing accommodations not subject to an option to buy on the maximum rent date.

(h) *Public housing.* Where the maximum rent for any housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State, or any of its political subdivisions, and owned by any of the foregoing, is below the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, the owner of such accommodations may with the consent of the Expediter increase the maximum rents to such generally prevailing rent by re-registering such accommodations at such generally prevailing rent.

For the purpose of this section, any corporation formed under the laws of a State shall not be considered an agency of the United States.

In all cases under paragraph (a) of this section the adjustment in the maximum rent shall be effective as of the date of the filing of the landlord's petition.

For the purpose of this section, any corporation formed under the laws of a State shall not be considered an agency of the United States.

(1) *Adjustment to correct determinations of maximum rent.* The Expediter at any time on petition of the landlord or on his own initiative may enter an order adjusting the maximum rent where the maximum rent in effect on June 30, 1947 was established by an order issued under the rent regulations issued pursuant to the Emergency Price Control Act of 1942, as amended, and such order was based upon an erroneous determination of fact or law.

§ 825.66 *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations and any tenant shall permit such inspection of the accommodations by the Expediter as he may, from time to time, require.

§ 825.67 *Registration—(a). Registration statement.* Every landlord of controlled housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor, to be known as a registration statement, unless a registration statement was heretofore filed in accordance with the provisions of section 7 of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended. For housing accommodations rented prior to June 1, 1947, such registration statement shall be filed on or before July 10, 1947. For housing accommodations first rented on or after June 1, 1947, such registration statement shall be filed on or before July 30, 1947, or within 30 days after first renting, whichever is later. The statement shall identify each dwelling unit and specify the maximum rent provided by §§ 825.61 to 825.72, inclusive, for such dwelling unit and shall contain such other information as the Expediter shall require. The original shall remain on file with the Expediter and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement and shall obtain the tenant's signature and the date thereof, on the back of such statement.

When the maximum rent is changed by order of the Expediter, the landlord shall deliver his stamped copy of the registration statement to the area rent office for appropriate action reflecting such change.

Where, since the filing of the registration statement for any controlled housing accommodations, there has been a change in the identity of the landlord, by transfer of title or otherwise, the new landlord shall file a notice of such change on a form provided for that purpose, to be known as a notice of change in identity within 15 days after the change or July 1, 1947, whichever is later. If the new landlord indicates on the notice of change of identity that he has not obtained the landlord's copy of the original registration statement, the Expediter shall cause to be prepared and delivered to him a true copy of the original, which may be used to satisfy all requirements of this paragraph (a).

Any notice, order or other process or paper directed to the person named on the registration statement as the landlord at the address given thereon, or, where a notice of change in identity has been filed, to the person named as landlord and at the address given in the most recent such notice, shall, under the circumstances, prescribed in Revised Rent Procedural Regulation 1 (Part 840 of this chapter) constitute notice to the person who is then the landlord.

The provisions of this section shall be applicable to any housing accommodations whose maximum rent was determined under section 4 (g) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended, on its sale by the owning agency, and within thirty days after the sale of such accommodations the new landlord shall file a registration statement as provided in paragraph (a) of this section: *Provided, however,* That if the housing accommodations are sold to the United States or a state of the United States or any of its political subdivisions, or any agency of the foregoing, paragraph (c) of this section shall continue to be applicable.

(b) *Receipt for amount paid.* No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

(c) *Exceptions from registration requirements—(1) Housing owned and constructed by governmental agencies.* The provisions of this section shall not apply to housing accommodations whose maximum rent was originally determined under section 4 (g) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended. The owner of such housing accommodations shall file a schedule or schedules, setting out the maximum rents for all such accommodations in the defense-rental area and containing such other information as the Expediter shall require. A copy of such schedule or schedules shall be posted by the owner in a place where it will be available for inspection by the tenants of such housing accommodations.

(2) *Housing subject to rent schedule of Army or Navy Department.* The provisions of this section shall not apply to housing accommodations rented to either Army or Navy personnel, including any civilian employees of the Army and Navy Departments, for which the rent is fixed by the national rent schedule of the Army or Navy Department.

§ 825.68 *Evasion—(a) General.* The maximum rents and other requirements provided in §§ 825.61 to 825.72, inclusive, shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchased money or other form of mortgage, or sale with option to repurchase or by modification of the practices relating to payment of commissions or other charges or by modification of the services furnished with housing accommodations, or by tying agreement, or otherwise.

(b) *Purchase of property as condition of renting.* Specifically, but without

limitation on the foregoing, no person shall require a tenant or prospective tenant to purchase or agree to purchase furniture or any other property as a condition of renting housing accommodations unless the prior written consent of the Expediter is obtained.

§ 825.69 *Enforcement.* Persons violating any provision of §§ 825.61 to 825.72, inclusive, are subject to civil enforcement actions and suits for treble damages as provided by the act.

§ 825.70 *Procedure.* All registration statements, reports and notices provided for by §§ 825.61 to 825.72, inclusive, shall be filed with the area rent office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Revised Rent Procedural Regulation 1 (Part 840 of this chapter).

§ 825.72 *Adoption of orders.* All orders issued pursuant to section 2 (c), (d) (3) and (7) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, which were in effect on June 30, 1947, shall be deemed to continue in effect under §§ 825.61 to 825.72, inclusive, unless and until revoked or modified by the Expediter.

Effective date. This Controlled Housing Rent Regulation for the Atlantic County Defense-Rental Area shall become effective July 1, 1947. [Originally issued June 30, 1947.]

SUBPART B—CONTROLLED ROOMS IN ROOMING HOUSES AND OTHER ESTABLISHMENTS GENERAL REGULATIONS

§ 825.81 *Definitions and scope of §§ 825.81 to 825.92, inclusive.* "Act" means the Housing and Rent Act of 1947, as amended.

"Expediter" means the Housing Expediter, or the Rent Director or such other person or persons as the Housing Expediter may appoint or designate to carry out any of the duties delegated to him by the Act.

"Rent Director" means the person designated by the Expediter as director of the defense-rental area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Expediter.

"Local Advisory Board" means a board created in a defense-rental area or a part thereof, the members of which are appointed by the Housing Expediter upon recommendations made by the Governor or as otherwise required by section 204 (e) of the Housing and Rent Act of 1947, as amended.

"Area rent office" means the Office of the Rent Director in the defense-rental area.

"Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

"Housing accommodations" means any building structure, or part thereof, or land appurtenant thereto, or any other

real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

"Room" means a room or group of rooms, not constituting an apartment, rented or offered for rent as a housing accommodations unit in a rooming house, hotel, or other establishment. The term includes ground rented as trailer space.

"Services" includes repairs, decorating, and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of a room.

"Landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any room; or any agent of any of the foregoing.

"Tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any room.

"Rent" means the consideration, including any bonus, benefit, or gratuity demanded or received for or in connection with the use or occupancy of a room or for the transfer of a lease of such room.

"Term of occupancy" means occupancy on a daily, weekly, or monthly basis.

"Rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel or motor court in which a furnished room or rooms not constituting an apartment are rented on a short term basis of daily, weekly or monthly occupancy to more than two paying tenants, not members of the landlord's immediate family. The term includes boarding houses, dormitories, trailers not a part of a motor court, residence clubs and all other establishments of a similar nature, including tourist homes.

"Hotel" means any establishment which is commonly known as a hotel in the community in which it is located and which provides customary hotel services.

"Motor court" means an establishment renting rooms, cottages or cabins, supplying parking or storage facilities for motor vehicles in connection with such renting and other services and facilities customarily supplied by such establishments, and commonly known as a motor, auto or tourist court in the community.

"Tourist home" means a rooming house which caters primarily to transient guests and is known as a tourist home in the community.

"Apartment" means a room or rooms providing facilities commonly regarded in the community as necessary for a self-contained dwelling unit, and of a class of accommodations customarily rented without variations in rent dependent on terms of occupancy and number of occupants: *Provided, however*, That a self-contained dwelling unit containing a kitchen and bath shall be deemed an apartment.

"Other establishments" means multiple unit establishments, other than hotels or rooming houses, containing more than two rooms (see definition of room) rented or offered for rent on a short time basis of daily, weekly or monthly occupancy.

"Maximum rent date" means the date established as the maximum rent date in any particular defense-rental area under the authority of the Emergency Price Control Act of 1942, as amended, and the regulations issued thereunder and set forth in Schedule A, and there designated "maximum rent date."

"Date determining maximum rent" means the date as of which a maximum rent was determined for any particular room in accordance with the Emergency Price Control Act of 1942, as amended, and the regulations issued thereunder, or under § 825.84 (c) or (d) whichever is applicable.

"The 30-day period determining the maximum rent" means the period provided in the "Hotel Regulation" for determining, under section 4 (a) or (b) of that regulation, the maximum rent for any room.

"Effective date of regulation" means the effective date of the "Hotel Regulation", for each defense-rental area, or portion thereof, as indicated in Schedule A, except where the context indicates clearly to the contrary.

"Hotel Regulation" means the Rent Regulation for Transient Hotels, Residential Hotels, Rooming Houses, and Motor Courts in effect on June 30, 1947, issued under authority of and pursuant to the Emergency Price Control Act of 1942, as amended.

(a) *Rooms in rooming houses, hotels and other establishments and defense-rental areas to which §§ 825.81 to 825.92, inclusive, apply.* Sections 825.81 to 825.92, inclusive, (except the provisions contained in Schedule B) apply to all rooms in hotels, rooming houses, and other establishments and to all accommodations brought under §§ 825.81 to 825.92, inclusive, by consent of the Area Rent Director pursuant to paragraph (e) of this section and to all accommodations brought under the "Hotel Regulation" by consent of the Area Rent Director pursuant to section 1 (e) of that regulation, within each of the defense-rental areas and each of the portions of a defense-rental area (each of which is referred to hereinafter in §§ 825.81 to 825.92, inclusive, as the "defense-rental area"), which are listed in Schedule A, except as provided in paragraph (b) of this section.

In Schedule A of §§ 825.81 to 825.92, inclusive, the "maximum rent date" and the "effective date of regulation" as established under the rent regulations issued pursuant to the Emergency Price Control Act of 1942, as amended, is given for each defense-rental area listed. More than one effective date is given for different portions of a defense-rental area where the same effective date is not applicable to the entire defense-rental area.

In Schedule B are set forth provisions which modify or supplement §§ 825.81 to 825.92, inclusive, insofar as it is applicable

to certain individual defense-rental areas or portions thereof.

(b) *Deccontrolled and exempted housing to which §§ 825.81 to 825.92, inclusive, do not apply—*(1) *Exempted housing.* Sections 825.81 to 825.92, inclusive, do not apply to the following:

(i) *Farming tenants.* Rooms situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon.

(ii) *Service employees.* Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part or all of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part.

(iii) *Charitable or educational institutions.* Rooms in hospitals, or rooms of charitable or educational institutions used in carrying out their charitable or educational purposes.

(iv) *Entire structures.* Entire structures or premises, as distinguished from the rooms within such entire structures or premises.

(v) *Nonprofit clubs.* Rooms in a bona fide club certified by the Expediter as exempt. The Expediter shall so certify if on written request of the landlord he finds that the club (a) is a nonprofit organization and is recognized as such by written statement of the Bureau of Internal Revenue, (b) rents rooms only to members, bona fide guests of members, and members of bona fide clubs with which the club has reciprocal arrangements for the exchange of privileges, and (c) is otherwise operated as a bona fide club.

(vi) *College fraternity or sorority houses.* Rooms in a bona fide college fraternity or sorority house certified by the Expediter as exempt. The Expediter shall so certify if, on written request of the landlord, he finds that the fraternity or sorority is a bona fide organization operated for the benefit of students and not for profit as a commercial or business enterprise. This exemption shall not apply when the rooms are rented to persons who are not members of the fraternity or sorority.

(vii) *Resort housing—*(a) *Summer resort housing.* Rooms located in a resort community and customarily rented or occupied on a seasonal basis prior to October 1, 1945, which were not rented during any portion of the period beginning on November 1, 1943, and ending on February 29, 1944.

This exemption shall be effective only from June 1 to September 30, inclusive, and shall not apply to controlled rooms in the Los Angeles Defense-Rental Area and in the Santa Cruz Defense-Rental Area.

(b) *Winter resort housing.* Rooms located in a resort community and customarily rented or occupied on a seasonal basis prior to the effective date of regulation in the area, which were not rented during any portion of the period beginning on June 1, 1946, and ending on September 30, 1946: *Provided, however*, That the Area Rent Director may by order extend the above exemption to controlled rooms otherwise qualified which were rented or offered for rent for

a period of not in excess of two weeks during the above period.

This exemption shall be effective only from October 1 to May 31.

(2) *Decontrolled housing to which §§ 825.81 to 825.92, inclusive, do not apply.* Sections 825.81 to 825.92, inclusive, do not apply to the following:

(i) *Rooms in hotels, motor courts, trailers and trailer spaces, tourist homes, and other establishments.* (a) Rooms in a hotel (see definition of hotel in this section) which on June 30, 1947, were occupied by persons to whom were provided customary hotel services such as maid service, furnishing and laundering of linen, telephone and secretarial or desk service, use and upkeep of furniture and fixtures, and bellboy services (not necessarily all the types of services named need be provided in all cases, as long as enough are provided to constitute customary hotel services usually supplied in establishments commonly known as hotels in the community where they are located); (b) rooms in establishments which were motor courts on June 30, 1947; (c) trailers and ground space rented for trailers; (d) rooms in any tourist home serving transient guests exclusively on June 30, 1947; and (e) rooms in other establishments (see definition of other establishments in this section) which are occupied by persons who are provided customary hotel services such as maid service, furnishing and laundering of linen, telephone and secretarial or desk service, use and upkeep of furniture and fixtures, and bellboy services.

Reporting requirements. Every landlord of rooms referred to in (a), (d), and (e) of this subdivision (i), who has not filed an application for decontrol prior to April 1, 1948, shall on or before June 1, 1948, file in the area rent office a report of decontrol of such accommodations on a form provided by the Expediter.

(ii) *Newly constructed rooms or converted rooms.* (a) Rooms the construction of which was completed on or after February 1, 1947, or which are additional accommodations created by conversion on or after February 1, 1947: *Provided, however,* That maximum rents established under the Veterans' Emergency Housing Act for priority constructed housing accommodations completed on or after February 1, 1947, shall continue in full force and effect if such accommodations are being rented to veterans of World War II or their immediate families who, on June 30, 1947, either (1) occupied such housing accommodations, or (2) had a right to occupy such housing accommodations at any time on or after July 1, 1947, under any agreement whether written or oral; (b) rooms the construction of which was completed on or after February 1, 1945, and prior to February 1, 1947, and which between the date of completion and June 30, 1947, both dates inclusive, at no time were rented (other than to members of the immediate family of the landlord) as housing accommodations.

For the purposes of this subdivision (ii) the time at which construction of a room shall be deemed to be "completed" shall be the date on which the room is first suitable for occupancy and all util-

ity and service connections have been made, except for the installation of such items and the completion of such decoration work as, in accordance with the custom of the community, are left for installation by, or to the choice of, the purchaser or the tenant; and the word "conversion" means (1) a change from nonhousing to a housing use or (2) a structural change in a residential unit or units involving substantial alterations or remodeling and resulting in the creation of additional housing accommodations.

(iii) *Rooms not rented for two-year period.* Rooms which for any successive 24-month period during the period February 1, 1945, to March 30, 1948, both dates inclusive, were not rented (other than to members of the immediate family of the landlord) as individual rooms or as a part of a larger housing accommodation.

(iv) *Non-housekeeping furnished accommodations.* Non-housekeeping, furnished housing accommodations, located within a single dwelling unit not used as a rooming or boarding house, but only if no more than two paying tenants, not members of the landlord's immediate family live in such dwelling unit, and the remaining portion of such dwelling unit is occupied by the landlord or his immediate family. (See definition of rooming house in this section.)

(v) *Leased accommodations.* (a) Except as hereinafter provided in this subdivision (v), controlled rooms concerning which a landlord and tenant on or before December 31, 1947, voluntarily entered into a valid written lease in good faith and such lease took effect on or after July 2, 1947, but before January 1, 1948, and such lease by its terms expires on or after December 31, 1948, and provided for a rent not in excess of 15 percent above the maximum rent in effect prior to the effective date of such lease and a true and duly executed copy of such lease was filed with the Housing Expediter within 15 days after the date of execution thereof.

(b) Except as hereinafter provided in this subdivision (v), controlled rooms concerning which a landlord and tenant (including landlords and tenants who have executed leases in accordance with (a) of this subdivision (v) and including any new tenant) on or before December 31, 1948, voluntarily enter into a valid written lease in good faith for a rent not in excess of 15 percent over the maximum rent which in the absence of a lease would be in effect with respect thereto on March 30, 1948, plus or minus the amount of any adjustment under § 825.85, and such lease takes effect on or after April 1, 1948, and expires on or after December 31, 1949, and a true and duly executed copy of such lease is filed with the Expediter within 15 days after the date of execution of such lease.

Exceptions to (a) and (b) of this subdivision (v). All controlled rooms referred to in (a) of this subdivision (v) shall be subject to §§ 825.81 to 825.92, inclusive, unless the lease provided for the same living space, services, furniture, furnishings and equipment with the controlled rooms as were required to be pro-

vided by §§ 825.81 to 825.92, inclusive, prior to the effective date of the lease.

All controlled rooms referred to in (b) of this subdivision (v) shall be subject to §§ 825.81 to 825.92, inclusive, unless the lease provides for the same living space, services, furniture, furnishings, and equipment with the controlled rooms which in the absence of a lease would be required to be provided by §§ 825.81 to 825.92, inclusive, on March 30, 1948, plus or minus such living space, services, furniture, furnishings and equipment as have thereafter been added or removed and for which increase or decrease an order adjusting the maximum rent has been issued by the Expediter.

All controlled rooms referred to in (a) and (b) of this subdivision (v) shall be subject to §§ 825.81 to 825.92, inclusive, if the lease is terminated or expires on or after April 1, 1948, and before March 31, 1949, unless a subsequent lease entered into under the provisions of (b) of this subdivision (v) is in force.

Reporting requirements. A landlord shall file Form D-92—Registration of Lease—in triplicate with the true and duly executed copy of the lease required to be filed in (b) of this subdivision (v).

A landlord shall file a report in the Area Rent Office on a form provided by the Expediter, of any termination of a lease referred to in (a) or (b) of this subdivision (v) prior to the expiration date of the lease. Such report shall be filed within 15 days after such termination or 15 days after April 1, 1948, whichever is later.

(c) *Effect of §§ 825.81 to 825.92, inclusive, on leases and other rental agreements.* The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with §§ 825.81 to 825.92, inclusive.

(d) *Waiver of benefit void.* An agreement by the tenant to waive the benefit of any provision of §§ 825.81 to 825.92, inclusive, is void. A tenant shall not be entitled by reason of §§ 825.81 to 825.92, inclusive, to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of §§ 825.81 to 825.92, inclusive.

(e) *Election by landlords to bring housing under §§ 825.81 to 825.92, inclusive.* Where a building or establishment contains one or more furnished rooms or other furnished housing accommodations whose maximum rents are determined under the Controlled Housing Rent Regulation, the landlord may with the consent of the Expediter, elect to bring all housing accommodations within such building or establishment under the control of §§ 825.81 to 825.92, inclusive. A landlord who so elects shall file the registration statements required by § 825.87 for all such housing accommodations, accompanied by a written request to the Expediter to consent to such election.

If the Expediter finds that the provisions of §§ 825.81 to 825.92, inclusive, establishing maximum rents are better adapted to the rental practices of such building or establishment than the provisions of the Controlled Housing Rent Regulation, he shall consent to the land-

lord's election by order. Accommodations so brought under §§ 825.81 to 825.92, inclusive, shall be considered "rooms" for the purposes of the regulation.

The landlord may at any time, with the consent of the Expediter, revoke his election made under paragraph 1 (e) or under section 1 (e) of the "Hotel Regulation," and thereby bring under the control of the Controlled Housing Rent Regulation all housing accommodations previously brought under §§ 825.81 to 825.92, inclusive, by such election. He shall make such revocation by filing a registration statement or statements under the Controlled Housing Rent Regulation, including in such registration statement or statements all housing accommodations brought under §§ 825.81 to 825.92, inclusive, by such election. Such registration statement or statements shall be accompanied by a written request to the Expediter to consent to such revocation. The Expediter may defer action on such request if he has taken or is about to take action to decrease the maximum rents of any housing accommodations within such building or establishment. If the Expediter finds that the revocation so requested will not result in substantial increases in the maximum rents of housing accommodations affected by such revocation, he shall give such consent. Upon such consent, all housing accommodations affected by such revocation shall become subject to the provisions of the Controlled Housing Rent Regulation.

§ 825.82 *Prohibition*—(a) *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall offer, demand, or receive any rent for or in connection with the use or occupancy on and after July 1, 1947, of any room subject to §§ 825.81 to 825.92, inclusive, within the defense-rental area, higher than the maximum rents provided by §§ 825.81 to 825.92, inclusive; and no person shall solicit, attempt, or agree to do any of the foregoing. A reduction in the services, furniture, furnishings or equipment required under § 825.83 shall constitute an acceptance of rent higher than the maximum rent. Lower rents than those provided by §§ 825.81 to 825.92, inclusive, may be demanded or received.

(b) *Terms of occupancy*—(1) *Tenant not required to change term of occupancy.* No tenant shall be required to change his term of occupancy.

(2) *Term of occupancy during June 1942.* Where, during June 1942, a room was rented or offered for rent for a weekly or monthly term of occupancy, the landlord shall continue to offer the room for that term of occupancy except that he is not required to rent for that term more than the greatest number of rooms which were rented for the term at any one time during June 1942. However, if during the year ending on June 30, 1942, a landlord had regular and definite seasonal practices with reference to the renting of rooms on a weekly or monthly basis, he may request the Expediter to approve such practices. When approval is given the landlord shall offer rooms for rent for weekly and monthly terms of occupancy pursuant to the

practices so approved. The Expediter may withdraw approval at any time if he finds that the landlord has failed to conform to such practices, or if he finds that the effects of the approval are inconsistent with the Act or §§ 825.81 to 825.92, inclusive, or are likely to result in the circumvention or evasion thereof.

(3) *Request by tenant to change term of occupancy.* Any tenant on a daily or weekly term of occupancy shall on request be permitted by the landlord to change to a weekly or monthly term unless the landlord is then renting for such term a number of rooms equal to the number which he is required to rent for that term under subparagraph (2) of this paragraph, if the room occupied by such tenant was not rented or offered for rent for such term during June 1942, the landlord may transfer the tenant to a room, as similar as possible, which was so rented or offered for rent.

(4) *Defense-Rental Areas with maximum rent date later than March 1, 1942*—(i) *Maximum rent date later than March 1, 1942, but prior to July 1, 1943.* In defense-rental areas with a maximum rent date later than March 1, 1942, but prior to July 1, 1943, in § 825.82 (b) (2), the words "June 1943" shall be substituted for the words "June 1942", and the words "June 30, 1943" shall be substituted for the words "June 30, 1942"; in § 825.82 (b) (3) the words "June 1943" shall be substituted for the words "June 1942."

(ii) *Maximum rent date of July 1, 1943, or later.* In defense-rental areas with a maximum rent date of July 1, 1943, or later, in § 825.82 (b) (2) the words "the thirty days ending on the maximum rent date" shall be substituted for the words "June 1942" and the words "the maximum rent date" shall be substituted for the words "June 30, 1942"; in § 825.82 (b) (3) the words "the thirty days ending on the maximum rent date" shall be substituted for the words "June 1942."

(5) *Orders where facts are in dispute, in doubt, or not known.* If the landlord's duty under subparagraph (2) of this paragraph with reference to a room is in dispute, or in doubt, or not known, the Expediter, at any time on his own initiative may issue an order determining the necessary facts and establishing such duty; or, if the Expediter is unable to ascertain the necessary facts, he may issue an order pursuant to subparagraph (6) of this paragraph.

(6) *Orders determining terms of occupancy on basis of rental practices in comparable accommodations in the area.* Where subparagraph (2) of this paragraph does not require the offering of a room on a weekly or monthly basis, or where the Expediter is unable to ascertain the facts necessary to establish the landlord's duty under that paragraph, he may at any time on his own initiative issue an order requiring the room to be offered for rent for a weekly or monthly term of occupancy, or both. The Expediter may issue such orders if he finds that, during a reasonable period prior to the time the proceeding hereunder is commenced, the room has been rented under circumstances which make appro-

priate the application of weekly or monthly rents. In determining whether the landlord shall be required to offer the room on a weekly basis, or on a monthly basis, or both, the Expediter will consider the practices which prevailed in the defense-rental area for similar accommodations during a reasonable period prior to the effective date of regulation.

Upon issuance of such an order, the room shall be offered for rent on a weekly or monthly basis, or both, as the order may require, for each number of occupants for which it is offered by the landlord for any other term of occupancy. A tenant of the room on a daily or weekly basis shall on request be permitted by the landlord to change to any term of occupancy which the landlord is required to offer pursuant to the order.

(c) *Security deposits*—(1) *General prohibition.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive or retain a security deposit for or in connection with the use or occupancy of any room subject to §§ 825.81 to 825.92, inclusive, within the defense-rental area, except as provided in this paragraph (c). The term "security deposit", in addition to its customary meaning, includes any prepayment of rent except payment in advance of the next periodic installment of rent for a period no longer than one month but shall not include rent voluntarily prepaid subsequent to possession by a tenant under a written lease for his own convenience.

(2) *Maximum rent established under section 4 (a) of the "Hotel Regulation."* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (a), no security deposit shall be demanded, received, or retained except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement in effect on the date determining the maximum rent.

(3) *Maximum rent established under section 4 (b) or (c) of the "Hotel Regulation."*—(i) *Renting prior to "effective date of regulation."* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (b) or (c) by a renting prior to the effective date of regulation, no security deposit shall be demanded, received or retained except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement under which the accommodations were first rented or in any order heretofore or hereafter issued with reference to such security deposit. Where such lease or other rental agreement provided for a security deposit, the Expediter at any time, on his own initiative or on application of the tenant, may order a decrease in the amount of such deposit or may order its elimination.

(ii) *Renting on or after "effective date of regulation."* Where the maximum rent of the housing accommodations is or initially was established under section 4 (b) or (c) of the "Hotel Regulation"

by a renting on or after the effective date of regulation, no security deposit shall be demanded or received.

(4) *Maximum rent established under section 4 (d) or (f) of the "Hotel Regulation."* Where the maximum rent of the housing accommodations is or initially was established under section 4 (d) or (f), no security deposit shall be demanded or received, except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) as provided in the lease or other rental agreement in effect on September 1, 1944. Where such accommodations are first rented after September 1, 1944, no security deposit shall be demanded, received, or retained.

(5) *Deposits to secure the return of certain movable articles.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may petition for an order authorizing the demand and receipt of a deposit to secure the return of movable articles. If the landlord shows that he has a special need therefor, the Expediter may enter an order authorizing a security deposit, not in excess of ten dollars to secure the return of the movable articles specified in the order.

(6) *Deposits based on prior rental practices.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may demand, receive, and retain, in the case of any rental agreement entered into on or after April 1, 1948, a security deposit, if said deposit does not exceed the rent for one month in addition to the otherwise authorized collection of rent in advance, if the demand, collection or retention of such a security deposit was an accepted rental practice, prior to January 30, 1942, in the area in which the premises are located, or was customarily required before that date by the same landlord in the renting of the particular controlled rooms involved, and if the tenant is allowed, under the terms of the rental agreement, to occupy the premises for the period covered by the security deposit without further payment of rent. Each area rent director shall determine the rental practice or practices, prior to January 30, 1942, with reference to such security deposits in the particular area or any portion thereof.

§ 825.83 *Minimum space, services, furniture, furnishings, and equipment.* Except as set forth in § 825.85 (b) or as otherwise provided in this section, every landlord, shall, as a minimum, provide with controlled rooms the same living space, services, furniture, furnishings, and equipment as he was required to provide by §§ 825.81 to 825.92, inclusive, on March 31, 1948.

Where the maximum rent is determined under § 825.84 (b) (1), the landlord shall, as a minimum, provide with the controlled rooms the same living space, services, furniture, furnishings, and equipment as he was required to provide by §§ 825.81 to 825.92, inclusive, prior to the effective date of the lease.

Where the maximum rent is determined under § 825.84 (b) (2), the landlord shall, as a minimum, provide with the controlled rooms the same living

space, services, furniture, furnishings, and equipment as he would be required to provide by §§ 825.81 to 825.92, inclusive, in the absence of a lease on March 30, 1948, plus or minus such living space, services, furniture, furnishings and equipment as have thereafter been added or removed and for which increase or decrease an order adjusting the maximum rent has been issued by the Expediter.

§ 825.84 *Maximum rents.* This section establishes separate maximum rents for different terms of occupancy (daily, weekly or monthly) and numbers of occupants of a particular room. Maximum rents for rooms in a rooming house and for controlled rooms in hotels and other establishments (unless and until changed by the Expediter as provided in § 825.85) shall be:

(a) *Maximum rents in effect on June 30, 1947.* The maximum rents for any room under §§ 825.81 to 825.92, inclusive, (unless and until changed by the Expediter as provided in § 825.85) shall be the maximum rents which were in effect on June 30, 1947, as established under the Emergency Price Control Act of 1942, as amended, and the applicable rent regulation issued thereunder, except as otherwise provided in this section.

(b) *Maximum rent on termination of lease.* (1) For controlled rooms concerning which a lease as described in § 825.81 (b) (2) (v) (a) was in effect, but is terminated on or after April 1, 1948, but before March 31, 1949, the maximum rent shall be the rent provided by the lease or the maximum rent which would have been in effect for said accommodations on March 30, 1948, in the absence of such lease, whichever is higher.

(2) For controlled rooms concerning which a lease as described in § 825.81 (b) (2) (v) (b) was in effect and is terminated before March 31, 1949, the maximum rent shall be the rent provided by the lease.

(c) *Maximum rents established on or after July 1, 1947.* For a room subject to §§ 825.81 to 825.82, inclusive, first rented or offered for rent on or after July 1, 1947, the rent for each term or number of occupants for which it is first offered for rent; if such room is thereafter offered for rent for other terms or numbers of occupants for rents for which it is first offered for such other term and numbers of occupants. The landlord shall file a registration statement within ten days after any maximum rent is established under this section as provided in § 825.87. The Expediter may order a decrease in the maximum rent as provided in § 825.85 (c).

(d) *First rents for terms and number of occupants not covered by paragraph (a) of this section.* For a room having a maximum rent in effect on June 30, 1947, rented for a particular term or number of occupants for which no maximum rent is established under paragraph (a) of this section, the first rent for the room on or after July 1, 1947, for that term and number of occupants, but not more than the maximum rent for similar rooms for the same term and number of occupants in the same establishment. The Expediter may order a decrease in

the maximum rent as provided in § 825.85 (c).

(e) *Meals with room.* For a room with which meals were provided during the thirty-day period determining the maximum rent without separate charge therefor, the rent apportioned by the landlord from the total charge for the room and meals. The landlord's apportionment shall be fair and reasonable and shall be reported in the registration statement for such room. The Expediter at any time on his own initiative or on application of the tenant may by order decrease the maximum rent established by such apportionment, if he finds that the apportionment was unfair or unreasonable.

Every landlord who provides meals with accommodations shall make separate charges for the two.

In defense-rental areas with a maximum rent date of March 1, 1942, or earlier, no landlord shall require the taking of meals as a condition of renting any room unless the room was rented or offered for rent on that basis on June 15, 1942. In defense-rental areas with a maximum rent date later than March 1, 1942, no landlord shall require the taking of meals as a condition of renting any room unless the room was rented or offered for rent on that basis on the maximum rent date.

(f) *Rooms subject to rent schedule of War and Navy Departments.* Where rooms on June 30, 1947, are rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments for which the rent is fixed by the national rent schedule of the War and Navy Departments, and on or after July 1, 1947, the rents on such rooms cease to be governed by the national rent schedule of the War or Navy Departments, the maximum rents shall be those which would have been applicable under the appropriate subsection of section 4 of the "Hotel Regulation", or shall be established under § 825.84 (c).

(g) *Rent fixed by order of Expediter.* For a room for a particular term or number of occupants for which no maximum rent has been established under any other provision of §§ 825.81 to 825.92, inclusive, the rent fixed by order of the Expediter as provided in this paragraph (g).

The Expediter at any time on his own initiative or on petition of the landlord may enter an order fixing the maximum rent and specifying the minimum services for a room for a particular term or number of occupants for which no maximum rent has been established prior to issuance of the order under any other provision of §§ 825.81 to 825.92, inclusive. Such maximum rent shall be fixed on the basis of the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

(h) *Decontrolled maximum daily rents for controlled rooms.* Controlled rooms in establishments classified as hotels or tourist homes under section 7 of the "Hotel Regulation" permitted under and pursuant to section 4 (k) of said regulation to be rented on June 30,

1947, for daily terms of occupancy free of the limitations imposed by said Regulation, by reason of the landlord of such establishment having complied with the requirements of said section 4 (k) prior to June 30, 1947, including the proper filing of Form DH-DC, may continue to be rented for daily terms of occupancy free of the limitations imposed by §§ 825.81 to 825.92, inclusive.

§ 825.85 *Adjustments and other determinations.* This section sets forth specific standards for the adjustment of maximum rents. In applying these standards and entering orders increasing or decreasing maximum rents, the Expediter shall give full consideration to the correction of inequities in maximum rents and the purposes and provisions of the Housing and Rent Act of 1947, as amended.

In the circumstances enumerated in this section, the Expediter may issue an order changing the maximum rents otherwise allowable or the minimum space, services, furniture, furnishings or equipment required, except in cases where an order increasing or decreasing the maximum rent on the same facts and grounds was entered under the "Hotel Regulation" issued pursuant to the Emergency Price Control Act of 1942, as amended.

In making adjustments under this section, recommendations of local advisory boards shall be approved within 30 days if appropriately substantiated and in accordance with applicable law and regulations. If any recommendation cannot be acted upon within 30 days the board shall be notified in writing of the reasons therefor.

In those cases involving a major capital improvement, an increase or decrease in services, furniture, furnishings, or equipment, or a deterioration, the adjustment in the maximum rent shall be the amount the Expediter finds would have been on the maximum rent date the difference in the rental value of the housing accommodations by reason of such change; *Provided, however,* That no adjustment shall be ordered where it appears that the rent on the date or during the thirty-day period establishing the maximum rent was fixed in contemplation of and so as to reflect such change.

In all other cases except those under paragraphs (a) (7), (9), (10), (c) (4) and (5) of this section, the adjustment shall be on the basis of the rent which the Expediter finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date: *Provided,* That in cases under paragraph (a) (6) of this section, the adjustment may be on the basis of the rental agreement in force during the thirty-day period determining the maximum rent or the date establishing the maximum rent; *Provided, further,* That in cases under paragraphs (a) (3) and (c) (3) of this section involving an increase or decrease in living space, the adjustment shall be either the amount the Expediter finds would have been on the maximum rent date the difference in the rental value of the controlled rooms by reason of such change or on

the basis of the rent which the Expediter finds was generally prevailing in the defense-rental area for comparable controlled rooms on the maximum rent date, whichever is higher: *And provided, further,* That in cases under section 5 (g) the adjustment shall be in the amount necessary to correct the error.

In cases involving construction, appropriate allowance shall be made for general increases in costs of construction in the defense-rental area since 1939.

In cases under paragraphs (a) (7), (10), and (c) (4) of this section, the adjustment shall be on the basis of the rents which the Expediter finds were generally prevailing in the defense-rental area for comparable accommodations during the year ending on the maximum rent date.

In cases under paragraph (a) (3) of this section appropriate allowance shall be made for general increases in the costs of services, furniture, furnishings, or equipment in the defense-rental area since the maximum rent date.

In cases under paragraph (a) (9) of this section, the adjustment in the maximum rent shall be in the amount necessary to relieve the substantial hardship, which shall be the lesser of the following two amounts: the decrease in net income (before interest) or the increase in property taxes or operating costs.

In cases under paragraph (c) (5) of this section, the adjustment in the maximum rent shall be in the amount the Expediter finds warranted by the modification or elimination of the necessity for the increase in the maximum rent granted under paragraph (a) (9) of this section: *Provided,* That no decrease shall be ordered in an amount greater than the adjustment ordered under paragraph (a) (9) of this section.

In all cases under paragraph (a) of this section the adjustment in the maximum rent shall be effective as of the date of the filing of the landlord's petition.

(a) *Grounds for increase of maximum rents.* Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable only on the ground that:

(1) *Major capital improvement since maximum rent period.* There has been, since the period determining the maximum rent for the room under the "Hotel Regulation" or the date or order determining the maximum rent for the room, under either the "Hotel Regulation" or §§ 825.81 to 825.92, inclusive, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) *Change prior to maximum rent date.* There was, on or prior to the maximum rent date, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement, and maintenance or a substantial increase in services, furniture, furnishings or equipment, and the rent during the thirty-day period ending on the maximum rent date was fixed by a lease or other rental agreement which was in force at the time of such change or increase.

(3) *Substantial increase in space, services, furniture, furnishings or equipment.*

There has been a substantial increase in the services, furniture, furnishings or equipment provided with the room since the period determining the maximum rent for the room under the "Hotel Regulation" or the date or order determining the maximum rent for the room under either the "Hotel Regulation" or §§ 825.81 to 825.92, inclusive, or a substantial increase in the living space since June 30, 1947.

(4) [Revoked.]

(5) [Revoked.]

(6) *Varying rents.* The maximum rent was established by a lease or other rental agreement which provided for a higher rent at other periods during the term of such lease or agreement.

(7) *Seasonal demand.* The maximum rent for the room is substantially lower than the rent at other times of year by reason of seasonal demand for such room. In such cases the Expediter's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(8) *Inequitable rents.* The rent on the date determining the maximum rent was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

(9) *Substantial hardship from increase in property taxes or operating costs.* Substantial hardship has resulted from a decrease in the net income (before interest) of the property for the current year as compared with a prior representative period, due to an unavoidable increase in property taxes or operating costs.

In proper cases increases in pay roll and property taxes in effect on the date of the filing of the petition may be considered by the Expediter in determining whether substantial hardship exists.

For the purposes of this paragraph (a) (9) the term:

(i) "Net income (before interest)" means the amount determined by subtracting unavoidable property taxes and operating costs actually paid or accrued from total income earned.

(ii) "Property taxes and operating costs" includes all expenses necessary to the operation and maintenance of the property actually paid or accrued and properly allocated including depreciation but excluding interest.

(iii) "Property" includes one or more structures operating as a single unit or enterprise.

(iv) "Total income earned" includes rental and other income earned from the property and the rental value of housing accommodations in the property occupied without the full payment of rent.

(v) "Current year" means (a) the most recent full calendar or fiscal year used by the landlord, or (b) any twelve-month period ending not more than 90 days prior to the filing of the petition: *Provided, however,* That the current year in all cases shall begin on or after the maximum rent date: *And provided further,* That if allowance is requested for increases in payroll or property taxes not fully reflected in the "current year" as defined above, at least one calendar month must have passed between the end of the current year and the beginning

of the month in which the petition is filed.

(vi) "Prior representative period" means any period of two consecutive years prior to the "current year" but not beginning before January 1, 1939, which the Expediter finds to be representative of the property's normal operation: *Provided, however*, That where a representative period of two consecutive years is not available the Expediter in his discretion may for the purposes of this section accept a representative period of not less than one year.

(10) *Change from year-round to seasonal renting.* The accommodations are located in a resort community, are primarily adapted to occupancy on a seasonal basis, and the establishment of seasonal variations in the rent would not, in the opinion of the area rent director, be inconsistent with the purposes of the Act.

(b) *Decrease in space, minimum services, furniture, furnishings or equipment.*

(1) *Requirements for petition and order, or report.* The landlord shall, until the accommodations become vacant, maintain the minimum services, furniture, furnishings, equipment and living space as required under § 825.83, unless and until he has filed a petition to decrease the services, furniture, furnishings, equipment or living space and an order permitting a decrease has been entered thereon. When the accommodations become vacant, the landlord may on renting to a new tenant decrease the services, furniture, furnishings, equipment or living space below the minimum; within 10 days after so renting the landlord shall file a written report with the area rent director showing such decrease.

(2) *Adjustment in maximum rent for decreases.* The order on any petition under this paragraph (b) may require an appropriate adjustment in the maximum rent; and any maximum rent for which a report is required by this paragraph (b) may be decreased in accordance with the provisions of § 825.85 (c) (3).

If the landlord fails to file the report required by this paragraph (b) within the time specified, or decreases the services, furniture, furnishings, equipment or living space without an order authorizing such decrease where such order is required, the rent received by the landlord for any rental period commencing on or after such decrease or July 1, 1947, whichever is the later, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order decreasing the maximum rent on account of such decrease in services, furniture, furnishings, equipment or living space. Such amount shall be refunded to the tenant within 30 days after the date of issuance of the order unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). If the Expediter finds that the landlord was not at fault in failing to comply with this paragraph (b), the order may relieve the landlord of the duty to refund.

(c) *Grounds for decrease of maximum rent.* The Expediter at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) *Rent higher than rent generally prevailing.* The maximum rent for the room is higher than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

Where the maximum rent for said room was originally established under paragraph (b) or (c) of section 4 of the Rent Regulation for Transient Hotels, Residential Hotels, Rooming Houses and Motor Courts, issued pursuant to the Emergency Price Control Act of 1942, as amended, or where the maximum rent is established under § 825.84 (c) or (d), and the landlord failed, due to his fault, to file a timely proper registration statement, the rent received for any rental period commencing on or after July 1, 1948, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order under this paragraph (c). Such amount shall be refunded to the tenant within 30 days after the date of the issuance of the order, unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). The landlord shall have the duty to refund only if the order under this section is issued in a proceeding commenced by the Expediter within 3 months after the date of filing of such registration statement.

(2) *Substantial deterioration.* There has been a substantial deterioration of the room other than ordinary wear and tear since the date or order establishing its maximum rent.

(3) *Decrease in space, services, furniture, furnishings or equipment.* There has been a decrease in the minimum services, furniture, furnishings or equipment required by § 825.83 since the date or order establishing the maximum rent or a substantial decrease in the living space since June 30, 1947.

(4) *Seasonal demand.* The maximum rent for the room is substantially higher than the rent at other times of year by reason of seasonal demand for such room. In such cases the Expediter's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(5) *Modification or elimination of necessity for increase under paragraph (a) (9) of this section or section 5 (a) (9) of the Hotel Regulation.* There has been a modification or elimination of the necessity for the increase in the maximum rent granted under section 5 (a) (9) of the "Hotel Regulation" or under paragraph (a) (9) of this section, since the order, issued under either of said paragraphs.

(d) *Orders where facts are in dispute, in doubt, or not known.* If the maximum rent, or any other fact necessary to the determination of the maximum rent, or the living space, services, furniture, furnishings or equipment required to be provided with the accommodations, is in

dispute between the landlord and the tenant, or is in doubt, or is not known, the Expediter at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact, or determining the living space, services, furniture, furnishings, and equipment required to be provided with the accommodations which order shall be effective to establish the maximum rent from July 1, 1947, or the date of first renting after July 1, 1947, whichever is applicable. If the Expediter is unable to ascertain such fact, or facts, he shall enter the order on the basis of the rent which he finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date and, where appropriate, may determine the services, furniture, furnishings, and equipment included in such rent.

(e) *Interim orders.* Where a petition is filed by a landlord on one of the grounds set out in paragraph (a) of this section, or a proceeding is initiated by the Expediter under paragraph (d), the Expediter may enter an interim order increasing or fixing the maximum rent until further order, subject to refund by the landlord to the tenant of any amount received in excess of the maximum rent established by final order in such proceeding. The receipt by the landlord of any rent authorized by such interim order shall constitute an agreement by the landlord with the tenant to refund to the tenant any amount received in excess of the maximum rent established by final order. The landlord shall make such refund either by repayment in cash or, where the tenant remains in occupancy after the effective date of the final order, by deduction from the next installment of rent, or both.

(f) *Government housing.* Where the maximum rent for any room constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State, or any of its political subdivisions, and owned by any of the foregoing, is below the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, the owner of such room may with the consent of the Expediter increase the maximum rent to such generally prevailing rent by re-registering such accommodations at such generally prevailing rent.

For the purpose of this section, any corporation formed under the laws of a State shall not be considered an agency of the United States.

(g) *Adjustment to correct determinations of maximum rent.* The Expediter at any time on petition of the landlord or on his own initiative may enter an order adjusting the maximum rent where the maximum rent in effect on June 30, 1947, was established by an order issued under the rent regulations promulgated pursuant to the Emergency Price Control Act of 1942, as amended, and such order was based upon an erroneous determination of fact or law.

§ 825.86 *Inspection.* Any person who rents or offers for rent or acts as a

broker or agent for the rental of a room and any tenant shall permit such inspection of the room by the Expediter as he may from time to time require.

§ 825.87 *Registration and records*—(a) *Registration statements*—(1) *Registration*. Every landlord of a room, subject to §§ 825.81 to 825.92, inclusive, rented or offered for rent shall file a written statement on the form provided therefor, containing such information as the Expediter shall require, to be known as a registration statement, unless a registration statement was heretofore filed in accordance with the provisions of section 7 of the "Hotel Regulation," for rooms rented on or before June 30, 1947, such registration statement shall be filed on or before July 10, 1947. Any maximum rent established after the "effective date of regulation" under paragraph (b) or (c) of section 4 of the "Hotel Regulation" which has not been reported on the first registration statement shall be reported on or before July 10, 1947, either by amending a registration statement previously filed, or by filing a new registration statement. Any maximum rent established on or after July 1, 1947, which has not been reported on the first registration statement shall be reported within ten days after such rent is established either by amending a registration statement previously filed or by filing a new registration statement.

(2) *Notice of change in identity of landlord*. Where, since the filing of a registration statement, there has been a change in the identity of the landlord, by transfer of title or otherwise, the new landlord shall file a notice of such change on a form provided for that purpose, to be known as a notice of change in identity, within fifteen days after the change or July 1, 1947, whichever is later.

(3) *Notice to landlord*. Any notice, order or other process or paper directed to the person named on the registration statement as landlord at the address given thereon, or where a notice of change in identity has been filed, to the person named as landlord and at the address given in the most recent such notice, shall, under the circumstances prescribed in Revised Rent Procedural Regulation 1 (Part 840 of this chapter), constitute notice to the person who is then the landlord.

(4) *Registration where maximum rent formerly determined under section 4 (d) of the "Hotel Regulation"*. The provisions of this section shall be applicable to any housing accommodations whose maximum rent was determined under section 4 (d) of the "Hotel Regulation" on its sale by the owning agency, and on or before July 10, 1947, or within ten days after the sale of such accommodations, whichever is the later, the new landlord shall file registration statements as provided in paragraph (a) (1)

of this section: *Provided, however*, That if the housing accommodations are sold to the United States or a State of the United States or any of its political subdivisions, or any agency of the foregoing, the provision in the second paragraph of (b) of this section shall continue to be applicable.

(b) *Posting maximum rents*. On or before July 10, 1947, or within ten days after a maximum rent is established under § 825.84 (b), (c), (d), or (g), whichever is the later, every landlord shall post and thereafter keep posted conspicuously in each room rented or offered for rent a card or sign plainly stating the maximum rent or rents for all terms of occupancy and for all numbers of occupants for which the room is rented or offered for rent. Where the taking of meals by the tenant or prospective tenant is a condition of renting such room, the card or sign shall so state. Should the maximum rent or rents for the room be changed by order of the Expediter, the landlord within ten days after the effective date of the order shall alter the card or sign so that it states the changed rent or rents.

The foregoing provisions of this paragraph shall not apply to rooms whose maximum rents were established under section 4 (d) of the "Hotel Regulation." The owner of such rooms shall post a copy of the registration statement in a place where it will be available for inspection by the tenants of such rooms.

(c) *Receipt for amount paid*. No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

(d) *Rooms subject to rent schedule of War or Navy Department*. The provisions of this section shall not apply to rooms rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments for which the rent is fixed by the national rent schedule of the War or Navy Department.

(e) *Records*—(1) *Existing records*. Every landlord of a room subject to §§ 825.81 to 825.92, inclusive, rented or offered for rent shall preserve, and make available for examination by the Expediter, all his existing records showing or relating to (i) the rent for each term and number of occupants for such room rented or regularly offered for rent during the thirty-day period determining the maximum rent for such room, (ii) the rent on any date determining a maximum rent for such room for a particular term and number of occupants under section 4 (c) of the "Hotel Regulation", (iii) rooms rented and offered for rent on a weekly and monthly basis during June 1942, in defense-rental areas with a maximum rent date of March 1, 1942, or earlier, (iv) rooms rented or offered for rent on a weekly or monthly basis during June

1943, in defense-rental areas with a maximum rent date later than March 1, 1942, but prior to July 1, 1943, (v) rooms rented and offered for rent on a weekly and monthly basis during the thirty days ending on the maximum rent date, in defense-rental areas with a maximum rent date of July 1, 1943, or later.

(2) *Record keeping*. Every landlord of an establishment containing more than 20 rooms subject to §§ 825.81 to 825.92, inclusive, rented or offered for rent, shall keep, preserve, and make available for examination by the Expediter, records showing the rents received for each room, the particular term and number of occupants for which such rents were charged, and the name and permanent address of each occupant; every other landlord shall keep, preserve, and make available for examination by the Expediter, records of the same kind as he has customarily kept relating to the rents received for rooms.

§ 825.88 *Evasion*—(a) *General*. The maximum rents and other requirements provided in §§ 825.81 to 825.92, inclusive, shall not be evaded, either directly or indirectly in connection with the renting or leasing or the transfer of a lease of a room, by requiring the tenant to pay or obligate himself for membership or other fees, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with the room, or by tying agreement, or otherwise.

(b) *Purchase of property as condition of renting*. Specifically, but without limitation on the foregoing, no person shall require a tenant or prospective tenant to purchase or agree to purchase furniture or any other property as a condition of renting rooms unless the prior written consent of the Expediter is obtained.

§ 825.89 *Enforcement*. Persons violating any provisions of §§ 825.81 to 825.92, inclusive, are subject to civil enforcement actions, and suits for treble damages as provided for by the act.

§ 825.90 *Procedure*. All registration statements, reports, and notices provided for by §§ 825.81 to 825.92, inclusive, shall be filed with the area rent office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Revised Rent Procedural Regulation 1 (Part 840 of this chapter).

§ 825.92 *Adoption of orders*. All certificates and orders issued pursuant to sections 1 (b) (5), 1 (b) (6), 2 (b) (2), 2 (c) (3), and (5) of the "Hotel Regulation" which were in effect on June 30, 1947, shall be deemed to continue in effect under §§ 825.81 to 825.92, inclusive, unless and until revoked or modified by the Expediter.

RULES AND REGULATIONS

SCHEDULE A—DEFENSE-RENTAL AREAS

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(1) [Revoked]					
(1a) [Decontrolled]					
(1b) Anniston	Alabama	Calhoun and Cleburne	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(2) Birmingham	Alabama	Jefferson	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(2a) Talladega	Alabama	St. Clair, Shelby, and Talladega	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(3) Dothan-Ozark	Alabama	Dale and Houston	May 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(4) Gadsden	Alabama	Coffee	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(5) [Revoked]					
(6) Lanett	Alabama	Etowah	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(7) Mobile	Alabama	Chambers	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(8) Montgomery	Alabama	Mobile	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(9) Muscle Shoals-Huntsville	Alabama	Elmore and Montgomery	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(9a) Opelika	Alabama	Macon	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(10) Selma	Alabama	Colbert, Lauderdale, Limestone, Madison, and Morgan	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(10a) Troy, Ala.	Alabama	Lee	Mar. 1, 1945	Feb. 1, 1946	Mar. 15, 1946
(10b) Tuscaloosa	Alabama	Dallas	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(11) [Revoked]					
(12) [Revoked]					
(13) Ft. Huachuca	Arizona	Pike	July 1, 1943	Feb. 1, 1945	Mar. 15, 1945
(14) Phoenix-Salt River Valley	Arizona	Tuscaloosa	Nov. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(15) Prescott-Flagstaff	Arizona	Cochise and Santa Cruz	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(16) Tucson	Arizona	In Gila County, the portion bounded on the north, west, and south by Crook National Forest, and on the east by San Carlos Indian Reservation; and Maricopa County, except the portion lying west of the west line of Range 2 West, Gila and Salt River Meridian; lying north of the north line of Township 3, North, Gila and Salt River Base Line; and line south of the south line of Township 2, South, Gila and Salt River Base Line. Cocconino and in Yavapai County, Townships 13 and 14 North, Range 2 West, Gila and Salt River Base, and Meridian, including the city of Prescott.	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(17) Yuma	Arizona	That portion of the County of Mohave south of the Colorado River.	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(18) [Revoked]					
(18a) Winslow	Arizona	In Pima County, the portion lying east of the Papago Indian Reservation.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(19) Blytheville	Arkansas	In Yuma County, the portion lying west of the west line of Range 21 West, Gila and Salt River Meridian.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(19a) [Revoked and decontrolled]					
(19b) Camden, Arkansas	Arkansas	In Navajo County Supervisorial Districts 1 and 2, except those portions lying within the Navajo Indian Reservation and the Sitgreaves National Forest.	July 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(20) El Dorado	Arkansas	Mississippi	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(20a) Fayetteville, Ark.	Arkansas	Calhoun, and Onachita	Sept. 1, 1944	Nov. 1, 1944	Dec. 15, 1944
(21) Fort Smith	Arkansas	Dallas, and Nevada	Sept. 1, 1941	May 1, 1945	June 15, 1945
(22) [Revoked]					
(22a) Hot Springs	Arkansas	Union	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(23) Little Rock	Arkansas	Benton	Mar. 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(23a) Malvern	Arkansas	Washington	Mar. 1, 1945	Apr. 1, 1946	May 15, 1946
(24) Newport-Walnut Ridge	Arkansas	Sebastian	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(25) Pine Bluff	Arkansas	Garland	Mar. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(26) [Revoked]					
(26a) Alameda County	California	(Lonoke, Pulaski)	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(27) [Revoked]					
(27a) Fresno	California	Saline	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(27b) [Decontrolled]					
(27c) Kern	California	Hot Springs	Mar. 1, 1942	Jan. 1, 1945	Feb. 15, 1945
(28) Lassen County	California	Craighead, Independence, Jackson, and Lawrence	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(29) [Revoked]					
(30) Los Angeles	California	Randolph	Mar. 1, 1942	Feb. 1, 1943	Mar. 18, 1943
(31) Marysville-Chico	California	Jefferson	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(32) [Revoked]					
(33) Modesto-Merced	California	Northern District of Arkansas County, consisting of the Townships of Gum Pond, Henton, Keaton, McFall, Mill Bayou, and Morris; and the Southern District of Prairie County, consisting of the Townships of Belcher, Center, Hazen, Lower Surrounded Hill, Roc Roe, Tyler, and Watusaw.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(33a) Monterey Bay	California	Alameda	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
		Fresno	Jan. 1, 1944	June 1, 1944	July 15, 1944
		Kern	Dec. 1, 1943	May 1, 1945	June 15, 1945
		In Lassen County, the portion consisting of Township 29 North Range 12 East, Township 29 North Range 11 East, Township 30 North Range 12 East, and Township 30 North Range 11 East, Mt. Diablo Base and Meridian.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
		Orange County and Los Angeles County except Catalina township.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
		Sutter and Yuba except that portion of Yuba described as follows:	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
		All North and East of a line beginning at a point on the line between Nevada County and Yuba County where said line is intersected by the south line of Township seventeen (17) North, Range six (6) East MDB & M and running thence West along said Township line to the southwest corner of said Township; then north along the west line of Townships seventeen (17) and eighteen (18) North, Range six (6) East to the point where said line intersects the line between Butte County and Yuba County.			
		California—Butte except that portion described as follows:	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
		All North and East of a line beginning at a point in the boundary line between Yuba and Butte Counties, California, between T 18 N, R 5 E and T 18 N, R 6 E, thence north in Butte County along the east lines of T 18 N, R 5 E, T 19 N, R 5 E and T 20 N, R 5 E to N E corner of T 20 N, R 5 E; thence, west along north line of T 20 N, R 5 E to S E corner of T 21 N, R 4 E; thence north along east lines of T 21 N, R 4 E, T 22 N, R 4 E and T 23 N, R 4 E to the N E corner of T 23 N, R 4 E; thence, west along the north lines of T 23 N, R 4 E, T 23 N, R 3 E and T 23 N, R 2 E to the boundary line between Butte and Tehama Counties, California.			
		Merced and Stanislaus	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
		Monterey County and in Santa Cruz County the Township of Watsonville.	Mar. 1, 1942	Nov. 1, 1943	Dec. 16, 1943

See footnotes at end of table.

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(33b) Placer-Nevada	California	In Nevada County, the Townships of Bloomfield, Bridgeport, Grass Valley, Little York, Nevada, and Rough and Ready, and in Placer County, Townships 1, 3, 9, 10, 13, and 14.	Jan. 1, 1944	Oct. 1, 1945	Nov. 15, 1945
(34) Richmond-Vallejo	California	Contra Costa, Napa, and Solano.	Jan. 1, 1941	Aug. 1, 1942	Oct. 15, 1942
(35) Riverside	California	In Riverside County, that portion lying west of Range 12 East, San Bernardino Base Line and Meridian.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(35a) Sacramento	California	Sacramento, San Joaquin and Yolo.	Mar. 1, 1942	July 1, 1942	Sept. 15, 1942
(35b) San Benito	California	San Benito.	Oct. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(36) San Bernardino	California	San Bernardino.	Mar. 1, 1942	Sept. 1, 1942	Nov. 15, 1942
(37) San Diego	California	In San Diego County, the portion lying west of the San Bernardino Meridian.	Jan. 1, 1941	June 1, 1942	July 15, 1942
(38) San Francisco Bay	California	Marin, San Francisco, San Mateo, and Sonoma, except the Judicial Townships of Redwood and Sonoma (including the City of Sonoma).	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(39) San Luis Obispo	California	San Luis Obispo.	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
(39a) Santa Cruz	California	Santa Cruz County except the Township of Watsonville.	Jan. 1, 1944	Oct. 1, 1944	Nov. 15, 1944
(39b) Santa Barbara	California	In the County of Santa Barbara the Judicial Townships 1, 2, and 3.	Sept. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(39c) San Jose	California	Santa Clara.	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(40) Santa Maria	California	In the County of Santa Barbara Judicial Townships Nos. 4, 5, 6, 7, 9, and 10.	July 1, 1941	Dec. 1, 1942	Jan. 15, 1943
(40a) Ventura	California	Ventura.	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(41) Tulare-Kings	California	Kings and Tulare.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(41a) Boulder	Colorado	Boulder.	June 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(41b) Canon City	Colorado	Fremont.	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(42) Colorado Springs	Colorado	El Paso.	Mar. 1, 1941	Oct. 1, 1942	Nov. 15, 1942
(42a) Craig	Colorado	Moffat.	Oct. 1, 1944	Jan. 1, 1946	Feb. 15, 1946
(43) Denver	Colorado	Adams, Arapahoe, Denver and Jefferson.	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(43a) Glenwood Springs	Colorado	Garfield.	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(43b) Fort Collins	Colorado	Larimer County, part consisting of Townships 4, 5, 6, 7, 8, 9, 10, 11, and 12 North, east of the range line between ranges 71 and 72 West.	Jan. 1, 1945	Feb. 1, 1946	Mar. 15, 1946
(44) [Revoked]					
(44a) Grand Junction	Colorado	Mesa.	July 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(44b) Greeley	Colorado	Weld.	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(45) [Revoked]					
(46) Pueblo	Colorado	Otero and Pueblo.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(47) Bridgeport	Connecticut	In the County of Fairfield, the Towns of Bridgeport, Easton, Fairfield, Shelton, Stratford, Trumbull, and Westport.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
	Connecticut	County of Fairfield, other than the Towns of Bridgeport, Easton, Fairfield, Shelton, Stratford, Trumbull, and Westport.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(48) Hartford-New Britain	Connecticut	In the County of Hartford, the Towns of Berlin, Bloomfield, Bristol, East Hartford, East Windsor, Farmington, Glastonbury, Hartford, Manchester, New Britain, Newington, Plainville, Rocky Hill, Southington, South Windsor, West Hartford, Wethersfield, Windsor, and Windsor Locks; in the County of Middlesex, the Towns of Cromwell, Middletown, Middletown, and Portland; in the County of New Haven the Towns of Meriden and Wallingford; and in the County of Tolland the Town of Vernon.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
	Connecticut	County of Hartford other than the Towns of Berlin, Bloomfield, Bristol, East Hartford, East Windsor, Farmington, Glastonbury, Hartford, Manchester, New Britain, Newington, Plainville, Rocky Hill, Southington, South Windsor, West Hartford, Wethersfield, Windsor, and Windsor Locks; County of Middlesex, other than the Towns of Cromwell, Middletown, Middletown, and Portland; and the County of Tolland other than the Town of Vernon.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(49) New Haven	Connecticut	In the County of New Haven the Towns of Ansonia, Branford, Derby, East Haven, Guilford, Hamden, Madison, Milford, New Haven, North Branford, North Haven, Orange, Seymour, West Haven and Woodbridge.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(50) New London	Connecticut	New London and Windham.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(51) Waterbury	Connecticut	In the County of Litchfield the Towns of Plymouth, Thomaston, and Watertown; and in the County of New Haven the Towns of Beacon Falls, Cheshire, Waterbury, Middlebury, Naugatuck, Prospect, and Wolcott.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
	Connecticut	County of Litchfield other than the Towns of Plymouth, Thomaston, and Watertown; and in the County of New Haven and the Towns of Bethany, Oxford, and Southbury.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(52) [Revoked]					
(53) Delaware	Delaware	New Castle.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Delaware	Kent and Sussex.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(54) [Revoked]					
(54a) [Revoked and decontrolled]					
(55) Banana River	Florida	Brevard.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(55a) Fort Pierce	Florida	St. Lucie.	Mar. 1, 1943	Dec. 1, 1943	Jan. 1, 1944
(55b) [Revoked and decontrolled]					
(55c) Fort Lauderdale	Florida	Broward County except the City of Hollywood and the Town of Hallandale.	Aug. 1, 1944	Oct. 1, 1944	Nov. 30, 1944
(56) Gainesville, Fla.	Florida	Alachua.	Jan. 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(57) Jacksonville, Fla.	Florida	Duval.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(58) Key West	Florida	Monroe.	Oct. 1, 1941	Oct. 1, 1942	Nov. 15, 1942
(59) Lake City	Florida	Columbia.	Mar. 1, 1942	May 1, 1943	June 15, 1943
(60) Marianna	Florida	Jackson.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(61) Orlando	Florida	Orange.	Oct. 1, 1941	Nov. 1, 1942	Dec. 16, 1942
(61a) [Revoked and decontrolled]					
(61b) Palm Beach County	Florida	In Palm Beach County, Precincts, 20, 21, 22, 23, 24, 25, 26, 28, and 30, including the Cities of Delray Beach and Lake Worth, and the Towns of Boca Raton, Boynton, Gulf Stream, Lantana, Manalapan, and Ocean Ridge.	Aug. 1, 1944	Oct. 1, 1944	Nov. 30, 1944
	Florida	The remainder of Palm Beach County.	Aug. 1, 1944	May 1, 1945	June 15, 1945
(62) Panama City	Florida	Bay County, except the portion bounded on the north by the line beginning at the western boundary of Bay County at the Northwest corner of Section 31, Township 2 South, Range 17 west, and running thence East along section lines to the water's edge of West Bay, bounded on the east and northeast by West Bay and Saint Andrews Bay, bounded on the south by the Gulf of Mexico, and bounded on the west by Walton County.	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	Florida	Gulf.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(62a) [Revoked and decontrolled]					
(62b) Polk County	Florida	Polk.	Mar. 1, 1942	Sept. 1, 1946	Oct. 15, 1946

RULES AND REGULATIONS

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(63) Pensacola.....	Florida.....	Escambia.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	Florida.....	Okaloosa.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Florida.....	Santa Rosa.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(63a) St. Augustine.....	Florida.....	St. Johns County, except that portion of Ponte Vedra Beach located in Precinct 1.	Mar. 1, 1943	June 1, 1944	July 15, 1944
(63b) [Revoked and decontrolled]					
(63c) [Revoked and decontrolled]					
(64) [Revoked]					
(64a) Sanford.....	Florida.....	Seminole.....	July 1, 1943	May 1, 1945	June 15, 1945
(64b) Starke.....	Florida.....	Bradford and Clay.....	Jan. 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(64c) St. Petersburg.....	Florida.....	Pinellas County, except the Islands lying immediately off the mainland which are known as the Gulf Beaches extending from Pass-A-Grille Beach northward to and including Clearwater Beach.	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(65) Tallahassee.....	Florida.....	Leon.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(66) Tampa.....	Florida.....	Hillsborough.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(66a) Daytona Beach.....	Florida.....	Volusia.....	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(66b) Vero Beach.....	Florida.....	Indian River.....	Jan. 1, 1944	May 1, 1945	June 15, 1945
(67) [Revoked]					
(67a) Americus.....	Georgia.....	Sumter.....	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(68) Albany, Ga.....	Georgia.....	Dougherty.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(69) Athens.....	Georgia.....	Clarke.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(70) Atlanta.....	Georgia.....	Clayton, Cobb, DeKalb, and Fulton.....	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(71) Augusta, Ga.....	Georgia.....	Richmond.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(72) Bainbridge-Cairo.....	Georgia.....	Decatur and Grady.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(73) [Revoked]					
(74) Columbus, Ga.....	Georgia.....	Muscogee.....	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
	Alabama.....	In the County of Russell, Election Precinct One, including the City of Phenix City.	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
(74a) Dublin.....	Georgia.....	Laurens.....	July 1, 1943	June 1, 1944	July 15, 1944
(74b) Gainesville.....	Georgia.....	Hall.....	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(74c) Dalton.....	Georgia.....	Whitfield.....	July 1, 1946	Aug. 1, 1946	Aug. 15, 1946
(75) [Revoked and decontrolled]					
(75a) [Revoked and decontrolled]					
(75b) Griffin.....	Georgia.....	Spalding.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(76) Macon.....	Georgia.....	Bibb, Houston, and Peach.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(77) Moultrie.....	Georgia.....	Colquitt.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(77a) Rome.....	Georgia.....	Floyd.....	Mar. 1, 1944	May 1, 1945	June 15, 1945
(78) Savannah.....	Georgia.....	County of Chatham except Tybee and Wilmington Islands.....	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(78a) Thomasville.....	Georgia.....	Thomas County and those portions of the towns of Pavo and Barwick in Brooks County and that portion of the town of Meigs in Mitchell County.	Mar. 1, 1943	June 1, 1944	July 15, 1944
(78b) Tifton.....	Georgia.....	Tift.....	Mar. 1, 1945	May 1, 1946	June 15, 1946
(79) [Decontrolled]					
(79a) [Revoked and decontrolled]					
(80) [Decontrolled]					
(80a) Boise.....	Idaho.....	Ada and Elmore.....	Jan. 1, 1943	Jan. 1, 1944	Feb. 15, 1944
(80b) Blackfoot.....	Idaho.....	Bingham.....	Jan. 1, 1944	Apr. 1, 1945	May 15, 1945
(81) [Decontrolled]					
(81a) Idaho Falls.....	Idaho.....	Bonneville.....	Mar. 1, 1944	Apr. 1, 1945	May 15, 1945
(81b) Nampa-Caldwell.....	Idaho.....	Canyon.....	Jan. 1, 1944	Apr. 1, 1945	May 15, 1945
(82) Pocatello.....	Idaho.....	Bannock.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(82a) [Decontrolled]					
(82b) Bloomington.....	Illinois.....	McLean.....	Jan. 1, 1945	Jan. 1, 1946	Feb. 15, 1946
(82c) Centralia.....	Illinois.....	Marion County, and in Clinton County those parts of Centralia City and Wamac Village located therein, and in Washington County that part of Wamac Village located therein.	Oct. 1, 1945	Mar. 1, 1946	Apr. 15, 1946
(82d) Carmi.....	Illinois.....	White and that portion of Grayville City in Edwards County.....	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(83) Chicago.....	Illinois.....	Cook, Du Page, Kane, and Lake.....	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(83a) Clinton.....	Illinois.....	De Witt.....	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(83b) Crab Orchard.....	Illinois.....	Jackson and Williamson.....	Mar. 1, 1942	Nov. 1, 1946	Dec. 15, 1946
(84) [Revoked]					
(85) Dixon.....	Illinois.....	Lee.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(85a) Freeport.....	Illinois.....	Stephenson.....	Mar. 1, 1944	June 1, 1945	July 15, 1945
(85b) Jacksonville.....	Illinois.....	Morgan.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(86) Joliet.....	Illinois.....	Will.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(87) Kankakee.....	Illinois.....	Kankakee.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(87a) Kewanee.....	Illinois.....	Henry.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(88) La Salle County.....	Illinois.....	La Salle.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(88a) Macomb-Canton.....	Illinois.....	Fulton, McDonough, and Mason.....	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(88b) Peoria.....	Illinois.....	Peoria and Tazewell.....	Mar. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(88c) Mattoon.....	Illinois.....	Coles.....	Mar. 1, 1945	Apr. 1, 1946	May 15, 1946
(88d) Mount Vernon, Ill.....	Illinois.....	Jefferson.....	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(89) Quad Cities.....	Illinois.....	Rock Island.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(90) Quincy.....	Iowa.....	Scott.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	Missouri.....	Adams.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(91) Champaign-Vermilion.....	Illinois.....	Marion.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(91a) Galesburg.....	Illinois.....	Champaign and Vermilion.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(91b) Paxton.....	Illinois.....	Knox.....	July 1, 1943	Sept. 1, 1942	Oct. 16, 1942
(92) Rockford.....	Illinois.....	Ford.....	Jan. 1, 1946	May 1, 1944	June 15, 1944
	Illinois.....	Boone and Winnebago.....	Mar. 1, 1942	Nov. 1, 1946	Dec. 15, 1946
(93) Savanna-Clinton.....	Illinois.....	De Kalb.....	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
	Illinois.....	Carroll.....	Mar. 1, 1942	Sept. 1, 1943	Oct. 15, 1943
	Iowa.....	Clinton.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(94) Springfield-Decatur.....	Illinois.....	Christian, Logan, Macon, and Sangamon.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(94a) Woodstock.....	Illinois.....	McHenry.....	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(94b) Bloomington, Ind.....	Indiana.....	Monroe.....	Oct. 1, 1943	Nov. 1, 1944	Dec. 15, 1944
(95) [Revoked]					
(95a) Auburn.....	Indiana.....	De Kalb and that part of Ashley Town located in Steuben County.	July 1, 1945	Oct. 1, 1946	Nov. 15, 1946
(96) [Revoked]					
(96a) Crawfordsville.....	Indiana.....	Montgomery.....	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(97) Columbus, Indiana.....	Indiana.....	Bartholomew, Johnson, Morgan, and Shelby.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	Indiana.....	Lawrence.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(97a) Mt. Vernon, Ind.....	Indiana.....	Jackson.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(97b) Princeton, Ind.....	Indiana.....	Posey.....	Oct. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(98) Richmond-Connersville.....	Indiana.....	Gibson.....	Jan. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
	Indiana.....	Fayette.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(98a) Valparaiso.....	Indiana.....	Wayne.....	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(99) [Revoked]					
(100) Evansville-Henderson.....	Indiana.....	Porter.....	July 1, 1943	Mar. 1, 1945	Apr. 15, 1945
	Kentucky.....	Vanderburgh.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
		Henderson.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(101) Fort Wayne.....	Indiana.....	Allen.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(101a) Frankfort, Ind.....	Indiana.....	Adams.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(102) Gary-Hammond.....	Indiana.....	Clinton.....	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(103) Indianapolis.....	Indiana.....	Lake.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(104) La Fayette ¹	Indiana.....	Marion.....	July 1, 1941	July 1, 1942	Aug. 31, 1942
(104a) Logansport.....	Indiana.....	Tippecanoe.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(105) La Porte-Michigan City.....	Indiana.....	Cass.....	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(105a) New Castle.....	Indiana.....	La Porte and Starke.....	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(106) Anderson ¹	Indiana.....	Henry.....	Oct. 1, 1943	Apr. 1, 1945	May 15, 1945
(107) [Revoked].....	Indiana.....	Huntington, and Wabash.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(108) South Bend.....	Indiana.....	Delaware, Grant, Howard, and Madison.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(109) Terre Haute.....	Indiana.....	St. Joseph and Elkhart.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(110) Vincennes.....	Indiana.....	Parke and Vermillion.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(110a) Dubuque.....	Iowa.....	Edgar.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(110b) Ames-Marshaltown.....	Iowa.....	Vigo.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(111) [Revoked].....	Iowa.....	Davies and Knox.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(111a) Iowa City.....	Iowa.....	Lawrence.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(112) Burlington ¹	Iowa.....	Martin.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(112a) Charles City.....	Iowa.....	Dubuque County, and in Delaware County, that part of Dyersville City located therein; in Jones County, that part of Cascade Town located therein in Jackson County, that part of Zwingle Town located therein.	May 1, 1945	Apr. 1, 1946	May 15, 1946
(113) Cedar Rapids.....	Iowa.....	The City of East Dubuque in Jo Daviess County.....	May 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(113a) Mason City.....	Iowa.....	Marshall and Story.....	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(113b) Fort Dodge.....	Iowa.....	Johnson.....	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(113c) Muscatine.....	Iowa.....	In the County of Des Moines the Townships of Augusta, Burlington, Concordia, Danville, Flint River, Tama, and Union; in the County of Henry the Townships of Baltimore, Center, Mount Pleasant, and New London; and in the County of Lee the Townships of Denmark, Green Bay, Madison, and Washington.	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
(114) Des Moines.....	Iowa.....	County of Des Moines other than the Townships of Augusta, Burlington, Concordia, Danville, Flint River, Tama, and Union; County of Henry other than the Townships of Baltimore, Center, Mount Pleasant, and New London; County of Lee other than the Townships of Denmark, Green Bay, Madison, and Washington.	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
(114a) Ottumwa.....	Iowa.....	Floyd.....	July 1, 1945	Oct. 1, 1946	Nov. 15, 1946
(114b) Sioux City.....	Iowa.....	Linn.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(114c) Fairfield.....	Iowa.....	Cerro Gordo.....	Oct. 1, 1945	May 1, 1946	June 15, 1946
(114d) Waterloo.....	Iowa.....	Webster.....	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(114e) Butler-Cowley.....	Kansas.....	Muscatine.....	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(115) Baxter Springs.....	Kansas.....	Polk.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(115a) [Revoked and decontrolled].....	Kansas.....	Jasper.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(115b) [Revoked and decontrolled].....	Kansas.....	Wapello.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(115c) Emporia.....	Kansas.....	Woodbury.....	July 1, 1942	June 1, 1944	July 15, 1944
(115d) Chanute.....	Kansas.....	Dakota.....	July 1, 1943	June 1, 1944	July 15, 1944
(115e) Dodge City.....	Kansas.....	Jefferson.....	Jan. 1, 1944	Nov. 1, 1944	Dec. 15, 1944
(115f) Great Bend.....	Kansas.....	Black Hawk.....	May 1, 1945	Mar. 1, 1946	Apr. 15, 1946
(116) Hutchinson.....	Kansas.....	Butler, Cowley, and that portion of Geuda Springs located in Sumner County.	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(117) Junction City-Manhattan.....	Kansas.....	Cherokee and Crawford.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(118) Liberal.....	Kansas.....	Ottawa.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(119) Parsons ²	Kansas.....	Lyon.....	Mar. 1, 1945	May 1, 1946	June 15, 1946
(120) Pratt.....	Kansas.....	Neosho and Wilson.....	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(121) Salina ¹	Kansas.....	Finney, Ford, and Gray.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(121a) Stafford County.....	Kansas.....	Barton.....	Mar. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(121b) Topeka-Lawrence.....	Kansas.....	Ellis and Russell.....	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(122) Topeka-Lawrence.....	Kansas.....	Pawnee.....	Mar. 1, 1943	Nov. 1, 1944	Dec. 15, 1944
(123) Wichita.....	Kansas.....	Reno.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(123a) Danville, Ky.....	Kentucky.....	Geary and Riley.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(123b) Bowling Green.....	Kentucky.....	Seward.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(123c) Harrodsburg.....	Kentucky.....	Labette.....	July 1, 1941	July 1, 1942	Aug. 31, 1942
(123d) Frankfort, Ky.....	Kentucky.....	Montgomery.....	July 1, 1941	Sept. 1, 1942	Oct. 15, 1942
(124) Fort Knox ¹	Kentucky.....	Pratt.....	Mar. 1, 1943	June 1, 1944	July 15, 1944
(124a) Lexington.....	Kentucky.....	Dickinson, McPherson, and Saline.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(125) Louisville.....	Kentucky.....	Stafford.....	Jan. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(125a) Mayfield.....	Indiana.....	Douglas, Franklin, and Shawnee.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(125b) Madisonville.....	Indiana.....	Sedgwick.....	July 1, 1941	July 1, 1942	Aug. 31, 1942
(126) [Revoked].....	Kentucky.....	Boyle.....	Oct. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(126a) Owensboro.....	Kentucky.....	Warren.....	Mar. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(127) Paducah.....	Kentucky.....	Mercer.....	Mar. 1, 1944	Mar. 1, 1946	Apr. 15, 1946
(128) Richmond, Ky.....	Kentucky.....	Franklin, Scott, Woodford.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 16, 1946
(128a) Somerset.....	Kentucky.....	Hardin and that portion of Meade County known as Garnettsville Precinct, adjacent to Fort Knox, Kentucky.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(129) [Revoked and decontrolled].....	Kentucky.....	Clark and Fayette.....	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(130) Baton Rouge.....	Louisiana.....	Jefferson.....	July 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(130a) Lafayette.....	Louisiana.....	Clark and Floyd.....	July 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(130b) Ferriday.....	Louisiana.....	Graves.....	May 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(130c) Hammond.....	Louisiana.....	Hopkins.....	Aug. 1, 1944	Jan. 1, 1946	Feb. 15, 1946
(130d) Jennings.....	Louisiana.....	Davies.....	Mar. 1, 1943	June 1, 1944	July 15, 1944
(131) Lake Charles.....	Louisiana.....	McCracken.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(132) Minden.....	Louisiana.....	Madison.....	Mar. 1, 1942	Nov. 1, 1943	Dec. 16, 1942
(133) Monroe-Bastrop.....	Louisiana.....	Pulaski.....	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(133a) New Iberia.....	Louisiana.....	Parishes of East Baton Rouge and West Baton Rouge.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(134) New Orleans.....	Louisiana.....	Lafayette Parish.....	Oct. 1, 1944	Mar. 1, 1946	Apr. 15, 1946
(134a) Shreveport.....	Louisiana.....	Concordia Parish.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(134b) Ruston.....	Louisiana.....	Tangipahoa Parish.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(134c) Augusta.....	Maine.....	Jefferson Davis Parish.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
		Parish of Calcasieu.....	Mar. 1, 1942	Apr. 15, 1943	May 30, 1943
		Parish of Webster.....	July 1, 1941	July 1, 1942	Aug. 15, 1942
		Parishes of Morehouse, Ouachita, and Union.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
		Iberia and Vermillion.....	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
		Parishes of Jefferson, Orleans, and St. Bernard.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
		Parishes of Bossier and Caddo.....	July 1, 1943	Sept. 1, 1944	Oct. 15, 1944
		Lincoln Parish.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
		Kennebec.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946

See footnotes at end of table.

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SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(135) Bangor.....	Maine	Penobscot.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(136) Bath.....	Maine	Lincoln and Sagadahoc.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(136a) Eastport.....	Maine	In the County of Washington, in the City of Eastport and the Towns of Lubec, Perry, Pembroke, and Robbinston.	Mar. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(137) Portland.....	Maine	Androscoggin and Cumberland.....	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(138) Presque Isle.....	Maine	York.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(138a) Rockland.....	Maine	Aroostook.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(138b) Rumford.....	Maine	Knox.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(139) Baltimore.....	Maryland	Oxford.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(139a) Frederick.....	Maryland	City of Baltimore and the Counties of Anne Arundel, Baltimore, Carroll, Cecil, Harford, and Howard.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(139b) Cumberland.....	Maryland	Frederick.....	July 1, 1943	June 1, 1944	July 15, 1944
(139c) [Decontrolled]	Maryland	Allegany.....	Mar. 1, 1944	Apr. 1, 1945	May 15, 1945
(140) Hagerstown.....	Maryland	Washington.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(141) Indian Head-Patuxent River.....	Maryland	Charles.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(142) Montgomery-Prince Georges.....	Maryland	St. Marys and Calvert.....	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(143) Eastern Massachusetts.....	Massachusetts	Montgomery and Prince Georges.....	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
(144) Essex County, Mass.....	Massachusetts	Barnstable, Bristol, Middlesex, Norfolk, Plymouth, and Suffolk.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(144a) Greenfield.....	Massachusetts	Essex.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(145) Pittsfield.....	Massachusetts	Franklin.....	Jan. 1, 1945	May 1, 1946	June 15, 1946
(146) Springfield, Mass.....	Massachusetts	Berkshire.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(147) Worcester.....	Massachusetts	Hampden and Hampshire.....	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(148) [Revoked]	Massachusetts	Worcester.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(149) Detroit.....	Michigan	Macomb, Oakland, and Wayne.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(149a) Escanaba-Marquette.....	Michigan	Washtenaw.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(150) Grand Rapids-Muskegon.....	Michigan	Dickinson and Marquette.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(150a) [Decontrolled]	Michigan	Muskegon.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(150b) [Decontrolled]	Michigan	Kent.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(150c) Ironwood.....	Michigan	Gogebic.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(151) Jackson, Michigan.....	Michigan	Jackson.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(152) Kalamazoo-Battle Creek.....	Michigan	Lenawee.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(153) Lansing.....	Michigan	Calhoun.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(154) [Decontrolled]	Michigan	Kalamazoo.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(154a) Monroe, Mich.....	Michigan	Clinton, Eaton, and Ingham.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(155) Niles.....	Michigan	Monroe.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(155a) Owosso.....	Michigan	Berrien.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(156) Port Huron.....	Michigan	Shiawassee.....	Mar. 1, 1943	June 1, 1944	July 15, 1944
(156a) [Decontrolled]	Michigan	St. Clair.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(157) Saginaw-Bay City.....	Michigan	Bay, Midland, and Saginaw.....	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(157a) [Decontrolled]	Michigan	Bay, Midland, and Saginaw.....	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(158) [Revoked]	Michigan	Bay, Midland, and Saginaw.....	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(158a) Brainerd.....	Minnesota	Crow Wing.....	Jan. 1, 1945	Feb. 1, 1946	Mar. 15, 1946
(158b) Austin.....	Minnesota	Mower.....	May 1, 1945	Aug. 1, 1946	Aug. 15, 1946
(158c) Albert Lea-Faribault.....	Minnesota	Freeborn, Rice, Steele, Waseco, and that portion of Dennison Village in Goodhue County.	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(158d) Fergus Falls.....	Minnesota	Otter Tail, and in Wilkin County the Village of Rothsay.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(159) Duluth-Superior.....	Minnesota	Carlton and St. Louis.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(159a) Mankato.....	Minnesota	Douglas.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(159b) International Falls.....	Minnesota	Blue Earth County, and in Nicollet County, the City of North Mankato.	Mar. 1, 1945	Feb. 1, 1946	Mar. 15, 1946
(159c) New Ulm.....	Minnesota	In Koochiching County, all of Township 71, Range 23, including Ranier; all of Township 70, Range 24, including South International Falls; all of Township 71, Range 24, including International Falls.	July 1, 1945	Mar. 1, 1946	Apr. 15, 1946
(160) Minneapolis-St. Paul.....	Minnesota	Brown.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(160a) Rochester.....	Minnesota	Anoka, Dakota, Hennepin, Ramsey, and Washington.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(160b) St. Cloud.....	Minnesota	Olmescent.....	Mar. 1, 1944	Aug. 1, 1944	Sept. 15, 1944
(160c) Winona.....	Minnesota	In Benton County the portions of St. Cloud City and Sartell Village located therein, and Sauk Rapids Village; in Sherburne County the portion of St. Cloud City located therein; in Stearns County the portions of St. Cloud City and Sartell Village located therein, and Waite Park Village.	Jan. 1, 1945	Jan. 1, 1946	Feb. 15, 1946
(161) [Revoked]	Mississippi	Winona.....	July 1, 1945	Apr. 1, 1946	May 15, 1946
(162) Biloxi-Pascagoula.....	Mississippi	Harrison and Jackson.....	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(162a) Brookhaven.....	Mississippi	Lincoln.....	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(163) Centreville.....	Mississippi	Adams, Amite, Pike, and Wilkinson.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(163a) Columbia, Miss.....	Mississippi	Marion.....	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(164) Columbus, Miss.....	Mississippi	Clay and Lee.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(165) Grenada.....	Mississippi	Lowndes.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(165a) Greenville, Miss.....	Mississippi	Grenada and Leflore.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(166) Hattiesburg.....	Mississippi	Washington.....	July 1, 1943	Feb. 1, 1945	Mar. 15, 1945
(167) Jackson, Miss.....	Mississippi	Forrest.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(167a) Laurel.....	Mississippi	Hinds, Madison and Rankin.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(167b) [Revoked]	Mississippi	Jones.....	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(168) Meridian.....	Mississippi	Lauderdale.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(168a) Vicksburg, Miss.....	Mississippi	Warren.....	Dec. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(168b) Columbia.....	Missouri	Audrain and Boone.....	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(168c) Franklin County.....	Missouri	Franklin.....	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(168d) Cape Girardeau.....	Missouri	Cape Girardeau.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(168e) Chillicothe, Mo.....	Missouri	Livingston and Grundy.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(169) Joplin-Neosho.....	Missouri	Jasper and Newton.....	July 1, 1941	July 1, 1942	Aug. 31, 1942
(169a) Jefferson City.....	Missouri	Cole.....	July 1, 1945	May 1, 1946	June 15, 1946
(170) Kansas City.....	Missouri	Clay, Jackson, and Platte.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(170a) Kirksville.....	Kansas	Johnson, Leavenworth, and Wyandotte.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(170b) Monette-Aurora.....	Missouri	Adair.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(171) [Revoked]	Missouri	Barry and Lawrence.....	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(172) Rolla-Waynesville.....	Missouri	Laclede, Phelps, and Pulaski.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(173) Sedalia.....	Missouri	Johnson and Pettis.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(173a) Springfield, Mo.....	Missouri	Greene.....	July 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(173b) St. Joseph.....	Missouri	Buchanan.....	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(174) St. Louis.....	Missouri	City of St. Louis and the Counties of Jefferson, St. Charles, and St. Louis.	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
	Illinois	Madison, Monroe, and St. Clair.....	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942

See footnotes at end of table.

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(175) Great Falls.....	Montana.....	Cascade.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(175a) Billings.....	Montana.....	Yellowstone.....	July 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(175b) Bozeman.....	Montana.....	Gallatin.....	July 1, 1945	Mar. 1, 1946	Apr. 15, 1946
(175c) Missoula.....	Montana.....	Missoula.....	July 1, 1945	Aug. 1, 1946	Aug. 15, 1946
(175d) [Decontrolled]					
(175e) Havre.....	Montana.....	Hill.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(175f) Helena.....	Montana.....	Lewis and Clark.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(175g) Kalispell.....	Montana.....	Flathead.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(175h) [Revoked]					
(175i) Livingston.....	Montana.....	Park.....	July 1, 1945	Nov. 1, 1946	Dec. 16, 1946
(175j) Miles City.....	Montana.....	Custer.....	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(176) Alliance.....	Nebraska.....	Box Butte.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(176a) [Revoked and decontrolled]					
(176b) [Decontrolled]					
(176c) [Decontrolled]					
(177) Grand Island.....	Nebraska.....	Hall.....	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(178) Hastings.....	Nebraska.....	Adams and Clay.....	Mar. 1, 1942	Dec. 12, 1942	Jan. 26, 1943
(178a) [Revoked and decontrolled]					
(179) Kearney.....	Nebraska.....	Buffalo.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(180) Lincoln.....	Nebraska.....	Lancaster.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(180a) McCook.....	Nebraska.....	Redwillow.....	Mar. 1, 1943	Nov. 1, 1943	Dec. 15, 1943
(180b) North Platte.....	Nebraska.....	Lincoln.....	Jan. 1, 1944	Apr. 1, 1945	May 15, 1945
(180c) Norfolk, Nebr.....	Nebraska.....	Madison and that portion of Tilden City in Antelope County.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(181) Omaha ²	Nebraska.....	Dodge.....	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	Nebraska.....	Douglas and Sarpy.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Iowa.....	Pottawattamie.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(181a) Scottsbluff.....	Nebraska.....	Scotts Bluff.....	Mar. 1, 1945	Aug. 1, 1946	Aug. 15, 1946
(182) Sidney, Nebr.....	Nebraska.....	Cheyenne.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(182a) [Decontrolled]					
(183) [Revoked]					
(183a) [Revoked and decontrolled]					
(183b) [Decontrolled]					
(183c) Elko.....	Nevada.....	Township 5 in Elko County.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(184) Las Vegas ²	Nevada.....	That portion of Clark described as that part of Township 20, South encompassed by Ranges 60, 61, 62 East; that part of Township 21, South encompassed by Ranges 60, 61, 62 East; that part of Township 22, South encompassed by Ranges 61, 62, 63 East; and that part of Township 23, South encompassed by Ranges 63 and 64 East.	July 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(185) Reno.....	Nevada.....	Washoe.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(185a) Keene.....	New Hampshire.....	Cheshire.....	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(185b) Concord.....	New Hampshire.....	Merrimack and Belknap.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(185c) Coos County.....	New Hampshire.....	Coos.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(186) Manchester.....	New Hampshire.....	Sullivan.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	New Hampshire.....	Hillsborough.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(187) Portsmouth.....	New Hampshire.....	Rockingham and Strafford.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(187a) Atlantic County.....	New Jersey.....	Atlantic.....	Sept. 1, 1943	June 1, 1944	July 15, 1944
(188) [Revoked]					
(188a) Southern New Jersey.....	New Jersey.....	Burlington, Camden, and Gloucester.....	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
	New Jersey.....	Salem.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	New Jersey.....	Cumberland.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(189) [Revoked]					
(190) Northeastern New Jersey.....	New Jersey.....	Bergen, Essex, Hudson, Middlesex, Monmouth, Morris, Passaic, Somerset, and Union.....	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
	New Jersey.....	Sussex.....	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(190a) [Revoked and decontrolled]					
(191) Trenton.....	New Jersey.....	Warren.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	New Jersey.....	Hudson and Mercer.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(192) [Revoked]					
(193) Albuquerque.....	New Mexico.....	Bernalillo.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(193a) Belen.....	New Mexico.....	That portion of Valencia County lying east of Rio Puerco River.....	Oct. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(193b) Carlsbad.....	New Mexico.....	Eddy.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(194) Clovis.....	New Mexico.....	Lea.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(195) [Revoked]					
(196) [Revoked]					
(196a) Las Cruces.....	New Mexico.....	Curry and Roosevelt.....	Mar. 1, 1942	Feb. 1, 1943	Mar. 15, 1943
(197) Roswell.....	New Mexico.....	Dona Ana.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(197a) [Revoked and decontrolled]					
(197b) Santa Fe.....	New Mexico.....	Chaves.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	New Mexico.....	Otero.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(198) [Revoked and decontrolled]					
(198a) Tucuman.....	New Mexico.....	(Santa Fe County and Precinct No. 28 (Espanola) in Rio Arriba County.....	July 1, 1944	Oct. 1, 1945	Nov. 15, 1945
(199) Albany-Troy, N. Y.....	New York.....	Quay.....	Oct. 1, 1944	Sept. 1, 1946	Oct. 15, 1946
(200) Binghamton.....	New York.....	Albany and Rensselaer.....	Mar. 1, 1942	May 1, 1945	June 15, 1945
(201) Buffalo.....	New York.....	Broome and Tioga.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(201a) Cortland.....	New York.....	Erie and Niagara.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(202) Elmira.....	New York.....	Cortland.....	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(202a) Glens Falls.....	New York.....	Chemung and Steuben.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(202b) Ithaca.....	New York.....	Warren and Washington.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(202c) Gloversville.....	New York.....	Tompkins.....	Jan. 1, 1945	Apr. 1, 1946	May 15, 1946
(202d) Hudson.....	New York.....	Fulton.....	Jan. 1, 1946	Apr. 1, 1946	May 15, 1946
(203) Jamestown.....	New York.....	Columbia.....	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(203a) Olean.....	New York.....	Chautauque County except the Chautauque Institution.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(203b) Plattsburg.....	New York.....	Cattaraugus.....	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(204) Poughkeepsie.....	New York.....	Clinton and that portion of Keeseville Village in Essex County.....	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
	New York.....	Duchess, Ulster and Orange, except that portion of Orange County which is within the West Point Military Reservation.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(205) Rochester.....	New York.....	Genesee, Monroe, and Orleans.....	Mar. 1, 1942	Oct. 1, 1944	Nov. 15, 1942
(205a) Rockland County.....	New York.....	Rockland.....	Mar. 1, 1945	June 1, 1946	July 15, 1946
(206) [Revoked]					
(207) Schenectady.....	New York.....	County of Schenectady and in the County of Saratoga the towns of Ballston, Charlton, and Clifton Park.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
	New York.....	County of Montgomery and the County of Saratoga other than the towns of Ballston, Charlton, and Clinton Park.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(208) Seneca.....	New York.....	Ontario, Seneca, and Yates.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(209) Sidney, N. Y.....	New York.....	Chenango, Delaware, and Otsego.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(210) Syracuse.....	New York.....	Wayne.....	Mar. 1, 1942	Oct. 1, 1944	Nov. 15, 1942
	New York.....	Cayuga, Onondaga, and Oswego.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(211) Utica-Rome.....	New York.....	Herkimer, Madison, and Oneida.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(211a) Westchester County.....	New York.....	Westchester.....	Aug. 1, 1944	Nov. 1, 1944	Dec. 15, 1944
(212) Watertown.....	New York.....	Jefferson and St. Lawrence.....	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(212a) Burlington, N. C.....	North Carolina.....	Alamance.....	Mar. 1, 1943	Nov. 1, 1943	Dec. 15, 1943

See footnotes at end of table.

RULES AND REGULATIONS

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(212b) Asheville.....	North Carolina	Buncombe	Mar. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(212c) Charlotte.....	North Carolina	Mecklenburg	July 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(212d) Chapel Hill.....	North Carolina	Orange	Mar. 1, 1945	Aug. 1, 1946	Aug. 15, 1946
(213) Durham.....	North Carolina	Durham	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(214) Elizabeth City, N. C.....	North Carolina	Pasquotank	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(215) Fayetteville, N. C.....	North Carolina	Chowan and Perquimans	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(215a) Gastonia.....	North Carolina	Cumberland and Hoke	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(216) Goldsboro.....	North Carolina	Gaston	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(216a) Greensboro.....	North Carolina	Lenoir, Wayne and Wilson	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(216b) Greenville.....	North Carolina	County of Guilford other than High Point Township	July 1, 1943	June 1, 1944	July 15, 1944
(217) Henderson.....	North Carolina	Beaufort and Pitt	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(217a) High Point.....	North Carolina	Vance	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(217b) Hickory.....	North Carolina	In the County of Guilford, the Township of High Point, including the City of High Point.	July 1, 1944	Feb. 1, 1946	Mar. 15, 1946
(217c) Hendersonville.....	North Carolina	Catawba	Mar. 1, 1945	Aug. 1, 1946	Aug. 15, 1946
(218) Jacksonville, N. C.....	North Carolina	Henderson	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(219) Laurinburg.....	North Carolina	Onslow	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(220) [Revoked and decontrolled]	South Carolina	Richmond, Robeson, and Scotland	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(220a) Oxford.....	South Carolina	Marlboro	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(221) New Bern.....	North Carolina	Granville	Nov. 1, 1943	May 1, 1945	June 15, 1945
(221a) Rocky Mount.....	North Carolina	Carteret and Craven	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(221b) Pender County.....	North Carolina	Edgecomb and Nash	Mar. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(221c) Plymouth.....	North Carolina	Pender	Jan. 1, 1943	May 1, 1944	June 15, 1944
(221d) Raleigh.....	North Carolina	Washington	Jan. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(221e) Salisbury.....	North Carolina	Wake	Mar. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(222) [Revoked and decontrolled]	North Carolina	Davidson, Iredell, and Rowan	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(223) Wilmington, N. C.....	North Carolina	New Hanover County, except the portion consisting of Wrightsville Beach and Harbor Island, which are situated approximately one mile East of the U. S. Inland Waterway; Carolina Beach, Kure Beach, Wilmington Beach and Ft. Fisher Beach, which are within the territory bounded on the North by the U. S. Inland Waterway, on the East by the Atlantic Ocean, on the West by the Cape Fear River, and on the South by old Ft. Fisher remains.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(223a) Winston-Salem.....	North Carolina	Forsyth	Mar. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(223b) Minot.....	North Dakota	Ward	June 1, 1944	Apr. 1, 1945	May 15, 1945
(223c) Fargo-Moorhead.....	North Dakota	Cass	July 1, 1944	June 1, 1945	July 15, 1945
(223d) Grand Forks.....	Minnesota	Clay	July 1, 1945	June 1, 1945	July 15, 1945
(223e) Bismarck-Mandan.....	North Dakota	Grand Forks	Oct. 1, 1944	Jan. 1, 1946	Feb. 15, 1946
(223f) Jamestown, N. D.....	North Dakota	City of East Grand Forks in Polk County	Oct. 1, 1944	Jan. 1, 1946	Feb. 15, 1946
(224) Akron.....	Ohio	Burleigh and Morton Counties and that part of Wilton City in McLean County.	Mar. 1, 1945	May 1, 1946	June 15, 1946
(225) Ashtabula.....	Ohio	Stutsman	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(225a) Athens.....	Ohio	County of Summit and in the County of Medina the Township of Wadsworth.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(225b) Canton.....	Ohio	County of Medina other than the Township of Wadsworth.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(225c) Cambridge, Ohio.....	Ohio	Ashtabula	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(225d) Chillicothe, Ohio.....	Ohio	Athens	Jan. 1, 1946	Sept. 1, 1946	Oct. 15, 1946
(225e) Cincinnati.....	Ohio	Stark	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(225f) Cleveland.....	Ohio	Tuscarawas	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(225g) Columbus, Ohio.....	Ohio	Guernsey	Mar. 1, 1944	June 1, 1945	July 15, 1945
(225h) Dayton.....	Ohio	Ross	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(225i) Mansfield.....	Ohio	Butler, Clermont, Hamilton, and Warren	Mar. 1, 1942	Nov. 1, 1942	May 31, 1943
(225j) Marion.....	Ohio	Campbell and Kenton	Mar. 1, 1942	Nov. 1, 1942	May 31, 1943
(225k) Youngstown-Warren.....	Ohio	County of Cuyahoga and in the County of Lake the Township of Willoughby and those parts of the Township of Kirtland included within the corporate limits of the Villages of Waite Hill and Willoughby.	July 1, 1941	July 1, 1942	Aug. 31, 1942
(225l) Zanesville.....	Ohio	County of Geauga, and the County of Lake other than the Township of Willoughby and those parts of the Township of Kirtland included within the corporate limits of the Villages of Waite Hill and Willoughby.	July 1, 1941	July 1, 1942	Aug. 31, 1942
(226) Columbus, Ohio.....	Ohio	Franklin	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(227) Dayton.....	Ohio	Licking	Mar. 1, 1942	May 1, 1943	June 15, 1943
(228) Delaware County.....	Ohio	Champaign, Clark, Darke, Greene, Miami, Montgomery, and Preble.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(229) Lancaster.....	Ohio	Delaware	July 1, 1945	Oct. 1, 1946	Nov. 15, 1946
(230) Lima.....	Ohio	Fairfield	July 1, 1945	Aug. 1, 1946	Aug. 15, 1946
(231) Lorain-Elyria.....	Ohio	Allen	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(232) Mansfield.....	Ohio	Lorain	July 1, 1941	July 1, 1942	Aug. 15, 1942
(233) Marion.....	Ohio	Ashland, Crawford, and Richland	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(234) Marion.....	Ohio	Knox	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(235) Marion.....	Ohio	Marion	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(236) [Revoked]	Ohio	Scioto	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(236a) Portsmouth, Ohio.....	Ohio	Portage	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(237) Ravenna.....	Ohio	Erie, Huron, Ottawa, and Sandusky	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(238) Sandusky-Port Clinton.....	Ohio	Shelby	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(239) Sidney, Ohio.....	Ohio	Lucas and Wood	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(240) Toledo.....	Ohio	Hancock and Seneca	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(240a) Wilmington, Ohio.....	Ohio	Clinton	July 1, 1943	Apr. 1, 1945	May 15, 1945
(241) Youngstown-Warren.....	Ohio	Mahoning and Trumbull	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(241a) Washington Court House, Ohio.....	Ohio	Fayette	Oct. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(241b) Zanesville.....	Ohio	Muskingum County and that part of Roseville Village located in Perry County.	Mar. 1, 1945	May 1, 1946	June 15, 1946
(241c) Wooster.....	Ohio	Wayne	July 1, 1945	Oct. 1, 1946	Nov. 15, 1946
(242) [Revoked]	Ohio				
(242a) [Revoked and decontrolled]	Ohio				
(242b) Ardmore.....	Oklahoma	Carter	July 1, 1943	Oct. 1, 1943	Nov. 15, 1944
(242c) Ada.....	Oklahoma	Garvin, Pontotoc, and Seminole	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(242d) Bartlesville.....	Oklahoma	Washington	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(243) Chouteau.....	Oklahoma	Craig, Mayes, Rogers, and Wagoner	Oct. 1, 1941	Oct. 1, 1942	Nov. 15, 1942
(244) [Decontrolled]	Oklahoma				
(244a) Duncan.....	Oklahoma	Stephens	Oct. 1, 1943	Feb. 1, 1945	Mar. 15, 1945
(244b) Frederick.....	Oklahoma	All of Tillman County south of the base line between Townships 1 South and 2 South.	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(245) Enid.....	Oklahoma	Garfield	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1942
(245a) Guymon.....	Oklahoma	Texas	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(245b) Guthrie.....	Oklahoma	Logan	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(246) Lawton.....	Oklahoma	Comanche	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(247) McAlester.....	Oklahoma	Atoka, Haskell, Hughes, Latimer, McIntosh, and Pittsburg	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942

See footnotes at end of table.

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(248) Muskogee	Oklahoma	Muskogee	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(249) [Revoked]					
(249a) Ponca City	Oklahoma	Kay	Mar. 1, 1945	June 1, 1946	July 15, 1946
(249b) Okmulgee	Oklahoma	Okmulgee	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(250) Oklahoma City	Oklahoma	Cleveland, McClain, and Oklahoma	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Oklahoma	Caddo and Grady	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Oklahoma	Canadian	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(250a) Shawnee	Oklahoma	Pottawatomie	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(250b) Stillwater	Oklahoma	Payne	Mar. 1, 1945	Apr. 1, 1946	May 15, 1946
(251) Tulsa	Oklahoma	Creek, Osage, and Tulsa	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(252) [Revoked]					
(252a) [Revoked]					
(253) Corvallis	Oregon	Benton and Linn	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(253a) Klamath Falls	Oregon	Klamath	Oct. 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(253b) Lane County	Oregon	Lane	Jan. 1, 1944	Jan. 1, 1945	Mar. 31, 1945
(253c) Douglas	Oregon	Douglas	Jan. 1, 1944	May 1, 1945	June 15, 1945
(254) Medford	Oregon	Jackson	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(255) Pendleton	Oregon	Umatilla	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(256) Portland-Vancouver	Oregon	Clackamas, Multnomah, and Washington	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
	Washington	Clark	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
	Oregon	Chatsop	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(256a) Salem	Oregon	Tillamook	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(257) Allentown-Bethlehem	Pennsylvania	Marion, and in Polk County the City of West Salem	July 1, 1945	Oct. 1, 1946	Nov. 15, 1946
(258) Altoona-Johnstown	Pennsylvania	Lehigh and Northampton	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(258a) Bradford County	Pennsylvania	Blair, Cambria, and Somerset	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(259) [Revoked]					
(260) [Revoked]					
(261) Erie	Pennsylvania	Erie	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(262) Harrisburg	Pennsylvania	Cumberland, Dauphin, Lebanon, and Perry	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Pennsylvania	Franklin	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(262a) Indiana County	Pennsylvania	Indiana	July 1, 1945	Oct. 1, 1946	Nov. 15, 1946
(263) Lancaster-York-Reading	Pennsylvania	Berks, Lancaster and York	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(263a) Lewistown	Pennsylvania	Mifflin	Jan. 1, 1946	Sept. 1, 1946	Oct. 15, 1946
(264) Meadville-Titusville	Pennsylvania	Crawford and Venango	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(265) [Revoked]					
(266) Philadelphia	Pennsylvania	Bucks, Chester, Delaware, Montgomery, and Philadelphia	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(267) Pittsburgh	Pennsylvania	Allegheny, Armstrong, Beaver, Butler, Fayette, Lawrence, Washington, Westmoreland, and Greene, except the townships of Aleppo, Centre, Freeport, Gilmore, Gray, Jackson, Morris, Perry, Richhill, Springhill and Wayne.	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(268) [Revoked]					
(269) [Revoked]					
(269a) Scranton-Wilkes-Barre	Pennsylvania	Carbon, Lackawanna, and Schuylkill Counties in their entireties, and Luzerne County except Nescopeck Borough, Nescopeck Township, and Salem Township.	Mar. 1, 1946	June 1, 1946	July 15, 1946
(269b) State College	Pennsylvania	Centre	Jan. 1, 1946	Sept. 1, 1946	Oct. 15, 1946
(270) Sharon-Farrell	Pennsylvania	Mercer	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(270a) Warren	Pennsylvania	Warren	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(271) [Revoked]					
(272) Williamsport	Pennsylvania	Lycoming	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Pennsylvania	Cameron, Columbia, Montour, Northumberland, Snyder, and Union	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Pennsylvania	County of Elk and in the County of Luzerne, Nescopeck Borough, Nescopeck Township, and Salem Township.	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(273) Newport	Pennsylvania	Clinton	Mar. 1, 1942	Feb. 1, 1944	Mar. 15, 1944
(274) Providence	Rhode Island	Newport	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(275) Washington County	Rhode Island	Bristol, Kent, and Providence	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(276) [Revoked]					
(277) Charleston, S. C.	South Carolina	Charleston and Dorchester	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	South Carolina	Beaufort	Mar. 1, 1942	Apr. 15, 1943	May 30, 1943
(278) Columbia, S. C.	South Carolina	Lexington and Richland	Mar. 1, 1942	Nov. 1, 1942	Jan. 14, 1943
		Sumter	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
		Florence	Mar. 1, 1942	May 1, 1943	June 15, 1943
(278a) Darlington	South Carolina	Darlington	Jan. 1, 1944	July 1, 1945	Aug. 15, 1945
(279) [Revoked]					
(279a) Georgetown	South Carolina	Georgetown	July 1, 1944	July 1, 1945	Aug. 15, 1945
(280) Greenville, S. C.	South Carolina	Greenville	Mar. 1, 1942	Nov. 1, 1942	Jan. 14, 1943
(280a) [Revoked and decontrolled]					
(280b) [Revoked and decontrolled]					
(280c) Marion	South Carolina	Marion	Mar. 1, 1944	July 1, 1945	Aug. 15, 1945
(281) Spartanburg	South Carolina	Cherokee, Spartanburg, and Union	Mar. 1, 1942	Nov. 1, 1942	Jan. 14, 1943
(281a) Aberdeen	South Dakota	Brown	Oct. 1, 1944	Jan. 1, 1946	Feb. 15, 1946
(281b) Brookings	South Dakota	That portion of Brookings County which constitutes the City of Brookings.	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(281c) Huron	South Dakota	Beadle and those portions of Wessington City in Hand County and Iroquois City in Kingsbury County.	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(282) [Revoked]					
(282a) Mitchell	South Dakota	Davison	July 1, 1945	Aug. 1, 1946	Aug. 15, 1946
(283) [Revoked and decontrolled]					
(283a) Provo-Hot Springs, S. Dak.	South Dakota	Fall River	Mar. 1, 1942	Nov. 1, 1946	Dec. 15, 1946
(284) Rapid City-Sturgis	South Dakota	Mead, Pennington and that portion of Lawrence described as Sections 2, 3, 4, 9, 10, 11, 14, 15, 16, 21, 22, 23, Township 6—North.	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Iowa	Lincoln, Minnehaha, and Turner	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(285) Sioux Falls	Minnesota	Lyon	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
		Rock	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(285a) [Decontrolled]					
(285b) Vermillion	South Dakota	Clay and that portion of Irene Town in Yankton County	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(286) Bristol-Kingsport	Tennessee	Greene, Hawkins, Sullivan, Unicoi, and Washington	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Virginia	Independent City of Bristol and the Counties of Scott and Washington	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(287) Chattanooga	Tennessee	Bradley, Hamilton, and Marion	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	Georgia	Catoosa, Dade, and Walker	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(288) Cleveland	Ohio	County of Cuyahoga and in the County of Lake the Township of Willoughby and those parts of the Township of Kirtland included within the corporate limits of the Villages of Waite Hill and Willoughby.	July 1, 1941	July 1, 1942	Aug. 31, 1942
	Ohio	County of Lake other than the Township of Willoughby and those parts of the Township of Kirtland included within the corporate limits of the Villages of Waite Hill and Willoughby.	July 1, 1941	July 1, 1942	Aug. 31, 1942
(288a) Columbia, Tenn.	Tennessee	Maury	Jan. 1, 1944	Apr. 1, 1945	May 15, 1945
(288b) Cookeville	Tennessee	Putnam	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946

See footnotes at end of table.

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SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(289) Copperhill-McCaysville	Tennessee	Polk	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(290) Dyersburg	Georgia	Fannin	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(290a) Elizabethton	Tennessee	Crockett, Dyer, and Lauderdale	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(290b) [Revoked and decontrolled]	Tennessee	Carter	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(291) Jackson-Milan-Humboldt	Tennessee	Carroll, Gibson, and Madison	Jan. 1, 1941	July 1, 1942	Aug. 31, 1943
(292) Knoxville	Tennessee	Blount and Knox	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Tennessee	Anderson and Roane, except the portion consisting of the Clinton Engineering Works.	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1942
(292a) Lenoir City	Tennessee	London	Mar. 1, 1943	June 1, 1944	July 15, 1944
(293) Memphis	Tennessee	Shelby	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Arkansas	Crittenden	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(294) [Revoked]	Tennessee	Davidson and Rutherford	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(295) Nashville	Tennessee	Henry	Mar. 1, 1942	Nov. 1, 1946	Dec. 15, 1946
(295a) [Revoked and decontrolled]	Tennessee	Robertson	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(295b) Paris, Tenn.	Tennessee	Robertson	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(296) [Revoked]	Tennessee	Robertson	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(296a) Springfield, Tenn.	Tennessee	Robertson	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(297) [Revoked and decontrolled]	Tennessee	Robertson	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(298) [Revoked and decontrolled]	Tennessee	Robertson	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(298a) Alice	Texas	Jim Wells	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(299) Amarilla	Texas	Potter and Randall	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(300) Austin	Texas	Hays, Travis, and Williamson	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(301) [Revoked]	Texas	Jefferson and Orange	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(302) Beaumont-Port Arthur	Texas	Howard	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(303) Big Spring	Texas	Howard	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(304) [Revoked]	Texas	Carson, Gray, and Hutchinson	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(305) Borger	Texas	Carson, Gray, and Hutchinson	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(305a) [Revoked and decontrolled]	Texas	Carson, Gray, and Hutchinson	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(306) [Decontrolled]	Texas	Carson, Gray, and Hutchinson	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(307) Bryan	Texas	Brazos	Mar. 1, 1942	May 1, 1943	June 15, 1943
(308) [Revoked and decontrolled]	Texas	Brazos	Mar. 1, 1942	May 1, 1943	June 15, 1943
(308a) Corsicana	Texas	Ellis, Kaufman, and Navarro	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(309) Corpus Christi	Texas	San Patricio and Nueces, except the Town of Port Aransas	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	Texas	Bee and Kleberg	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(309a) [Decontrolled]	Texas	Bee and Kleberg	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(310) [Revoked]	Texas	Bee and Kleberg	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(311) Dallas	Texas	Dallas	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(312) [Revoked and decontrolled]	Texas	Dallas	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(312a) [Revoked and decontrolled]	Texas	Dallas	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(313) [Revoked]	Texas	Dallas	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(314) [Revoked]	Texas	Dallas	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(315) El Paso	Texas	El Paso	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(316) Fort Worth	Texas	Tarrant	Mar. 1, 1942	Oct. 1, 1942	Dec. 15, 1942
	Texas	Denton	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(317) [Revoked]	Texas	Hunt	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(318) Greenville, Tex.	Texas	Hunt	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(319) Galveston	Texas	Galveston and Brazoria	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(319a) Houston	Texas	Chambers, Harris, and Liberty	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(319b) Kerrville	Texas	Kerr	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(319c) [Revoked and decontrolled]	Texas	Kerr	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(319d) Huntsville	Texas	Walker	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(320) Killeen-Temple	Texas	Bell	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Texas	Lampasas	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(321) Laredo	Texas	Webb	Mar. 1, 1942	Feb. 1, 1943	Mar. 15, 1943
(321a) Lockhart	Texas	Justices' Precincts 1, 6, and 7 in Caldwell County	Jan. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(321b) Longview	Texas	Gregg	July 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(322) Lower Rio Grande Valley	Texas	Cameron, Hidalgo, and Willacy	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(322a) Lubbock	Texas	Lubbock	Mar. 1, 1942	Mar. 1, 1944	Apr. 15, 1944
(322b) Eater	Texas	Angelina, Nacogdoches, Panola and Rusk	Oct. 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(323) [Revoked and decontrolled]	Texas	Brewster	Mar. 1, 1942	Feb. 1, 1943	Mar. 15, 1943
(324) Marshall	Texas	Harrison, Marion, and Upshur	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Texas	Camp, Morris, and Titus	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(324a) Matagorda Bay	Texas	Calhoun, Jackson, and Matagorda	Jan. 1, 1943	June 1, 1944	July 15, 1944
(324b) McKinney	Texas	Collin	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(324c) Midland-Odessa	Texas	Ector and Midland	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(324d) [Revoked and decontrolled]	Texas	Ector and Midland	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(325) [Decontrolled]	Texas	Anderson	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(325a) Palestine	Texas	Anderson	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(326) [Decontrolled]	Texas	Anderson	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(327) [Revoked and decontrolled]	Texas	Anderson	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(328) San Antonio	Texas	Atascosa, Bander, Bexar, Comal, Guadalupe, Kendall, Medina, and Wilson	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(329) Sherman Denison	Texas	Grayson	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Texas	Fannin	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(329a) Sweetwater	Texas	Nolan	Mar. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(330) Texarkana	Texas	Bowie	July 1, 1941	July 1, 1942	Aug. 31, 1942
	Arkansas	Miller	July 1, 1941	July 1, 1942	Aug. 31, 1942
(330a) Tyler	Texas	Smith	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(330b) [Revoked and decontrolled]	Texas	Smith	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(331) Victoria	Texas	Victoria	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(332) Waco	Texas	McLennan	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(333) Wichita Falls	Texas	Wichita	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(333a) Mineola	Texas	Wood County and that portion of the City of Winnsboro in Franklin County	Oct. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(333b) [Decontrolled]	Texas	Wood County and that portion of the City of Winnsboro in Franklin County	Oct. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(333c) Logan, Utah	Utah	Cache	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(334) [Revoked]	Utah	Cache	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(334a) Ogden	Utah	Box Elder except the portion lying north of the north boundary of Township 12 North and west of the west boundary of Range 3, West, Salt Lake Base and Meridian	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Utah	Davis and Weber	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(334b) Price	Utah	Carbon	July 1, 1945	Sept. 1, 1946	Oct. 15, 1946
(335) Provo, Utah	Utah	Utah	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(336) Salt Lake City	Utah	Salt Lake	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	Utah	Tooele	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(336a) Vernal	Utah	Duchesne	Oct. 1, 1944	Apr. 1, 1946	May 15, 1946
(337) [Revoked]		Uintah	Oct. 1, 1944	Jan. 1, 1946	Feb. 15, 1946
(337a) Burlington, Vermont	Vermont	Chittenden	Mar. 1, 1943	Nov. 1, 1943	Dec. 15, 1943
(337b) Brattleboro	Vermont	Windham	Jan. 1, 1945	May 1, 1946	June 15, 1946
(337c) Montpelier	Vermont	Caledonia and Washington	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(337d) Rutland	Vermont	Rutland and Bennington	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(338) Springfield-Windsor	Vermont	Windsor	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(338a) St. Albans	Vermont	Franklin	Jan. 1, 1945	May 1, 1946	June 15, 1946
(339) Alexandria-Arlington	Virginia	Independent City of Alexandria and the Counties of Arlington and Fairfax	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
(340) Blackstone	Virginia	Nottoway	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(340a) Covington	Virginia	Alleghany	Jan. 1, 1945	Jan. 1, 1946	Feb. 15, 1946
(340b) Charlottesville	Virginia	The Independent City of Clifton Forge	Jan. 1, 1945	Mar. 1, 1946	Apr. 15, 1946
(341) Cape Charles	Virginia	Independent City of Charlottesville, and the County of Albemarle	Oct. 1, 1944	Feb. 1, 1946	Mar. 15, 1946
(341a) Front Royal	Virginia	Northampton	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(341b) Danville, Va.	Virginia	Warren	Oct. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(341c) Fredericksburg	Virginia	The Independent City of Danville, and in Pittsylvania County the Magisterial Districts of Tunstall and Dan River	July 1, 1943	Feb. 1, 1945	Mar. 15, 1945
(342) Hampton Roads	Virginia	The Counties of Spotsylvania and Stafford, and the Independent City of Fredericksburg	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
		Independent Cities of Hampton, Newport News, Norfolk, Portsmouth, and South Norfolk; the County of Elizabeth City, in the County of Norfolk; the Magisterial Districts of Deep Creek, Tanners Creek, Washington, and Western Branch; in the County of Warwick, the Magisterial District of Newport, and in the County of Princess Anne, the Magisterial Districts of Kempsville and Lynnhaven except the Town of Virginia Beach and the following parts of Lynnhaven Magisterial District of Princess Anne County; that part of Lynnhaven Magisterial District bound on the East by the Atlantic Ocean; on the North and West by Port Story, Seashore State Park, Linkhorn Bay and Great Neck Creek; and on the South by Laskin Road, also known as 31st Street; and that part of Lynnhaven Magisterial District of Princess Anne County bound on the East by the Atlantic Ocean; on the North by the Town of Virginia Beach; and on the West and South by Lake Rudee and the Military Reservation formerly known as Camp Pendleton	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
	Virginia	Independent City of Suffolk; the County of Nansemond; the County of Norfolk other than the Magisterial Districts of Deep Creek, Tanners Creek, Washington, and Western Branch; the County of Princess Anne other than the Magisterial Districts of Kempsville and Lynnhaven	Apr. 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(342a) Lexington	Virginia	In the County of Rockbridge, the Magisterial District of Lexington	Mar. 1, 1944	July 1, 1945	Aug. 15, 1945
(342b) Lynchburg	Virginia	Independent City of Lynchburg, and the Counties of Amherst, Bedford and Campbell	July 1, 1945	May 1, 1946	June 15, 1946
(343) Petersburg	Virginia	Independent Cities of Hopewell and Petersburg, the Counties of Dinwiddie and Prince George; and in the County of Chesterfield the Magisterial District of Matoaca	Apr. 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(343a) Quantico	Virginia	In the County of Prince William, the Magisterial District of Dumfries	Mar. 1, 1942	Dec. 1, 1943	Jan. 15, 1944
(344) Radford-Pulaski	Virginia	Independent City of Radford and the Counties of Montgomery and Pulaski	Apr. 1, 1941	July 1, 1942	Aug. 31, 1943
(345) [Revoked and decontrolled]					
(345a) Roanoke	Virginia	Roanoke County and the Independent City of Roanoke	Jan. 1, 1944	May 1, 1945	June 15, 1945
(345b) Winchester	Virginia	Independent City of Winchester and the Counties of Frederick and Shenandoah	Mar. 1, 1944	July 1, 1945	Aug. 15, 1945
(345c) Staunton	Virginia	The County of Augusta and the Independent City of Staunton; the County of Rockingham and the Independent City of Harrisonburg	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(345d) Wise County	Virginia	Wise	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(346) Yorktown	Virginia	Independent City of Williamsburg; the Counties of James City and York; and in the County of Warwick the Magisterial Districts of Denbigh and Stanley	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(347) Bellingham	Washington	Whatcom	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(347a) Ephrata	Washington	Skagit	Mar. 1, 1942	Nov. 1, 1943	Dec. 16, 1943
(347b) Ellensburg	Washington	Portion of Grant County lying between the south line of Township 23 North and the north line of Township 16 North	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(348) Everett	Washington	Kittitas	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(349) [Revoked]		Snohomish	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(349a) [Decontrolled]		Island	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(349b) Longview-Kelso	Washington	Cowlitz	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(350) [Revoked]					
(350a) Olympia	Washington	Thurston	May 1, 1943	May 1, 1945	June 15, 1945
(351) Port Angeles-Port Townsend	Washington	Clallam	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(351a) Pullman-Moscow	Washington	Whitman	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(352) Puget Sound	Washington	Latah	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
		Those parts of the Counties of King and Pierce lying west of the Snoqualmie National Forest	Apr. 1, 1941	July 1, 1942	Sept. 21, 1942
(352a) [Decontrolled]					
(353) Spokane	Washington	Spokane	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(353a) Wenatchee	Washington	Chelan	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(354) Walla Walla	Washington	Walla Walla	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Washington	Franklin	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
		In the County of Benton the Precincts of Finley, South Kennewick, Kennewick Valley, Kennewick, Kennewick Gardens, and Richland	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(354a) Yakima	Washington	In the County of Benton, the Precincts of Benton City, Carley, Columbia, East Prosser, Expansion, Hanford, Highlands, Horn Rapids, Hover, Kiona, North Prosser, Paterson, Prosser, Rattlesnake, Riverside, Walnut Grove, Wellington, West Prosser, and White Bluffs, and the County of Yakima	Mar. 1, 1943	Apr. 1, 1944	May 15, 1944
(354b) Bluefield	West Virginia	Mercer County	Jan. 1, 1945	Apr. 1, 1946	May 15, 1946
	Virginia	McDowell, Mingo, Raleigh, and Wyoming	Jan. 1, 1945	May 1, 1946	June 15, 1946
		Bluefield Town in Tazewell County	Jan. 1, 1945	Apr. 1, 1946	May 15, 1946

RULES AND REGULATIONS

SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(355) Charleston, West Virginia	West Virginia	Kanawha	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(355a) Clarksburg	West Virginia	In Putnam County the Magisterial District of Pocatellico	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(356) Huntington	West Virginia	Harrison	June 1, 1944	June 1, 1945	July 15, 1945
	West Virginia	Cabell and Wayne	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Ohio	Lawrence	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(356a) Martinsburg	Kentucky	Boyd and Greenup	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(356b) Logan	West Virginia	Berkeley	Mar. 1, 1943	Nov. 1, 1944	May 15, 1944
(356c) Mineral County	West Virginia	Logan	Oct. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(357) Morgantown	West Virginia	Mineral	Oct. 1, 1944	Mar. 1, 1946	Apr. 15, 1946
(357a) Parkersburg	West Virginia	Marion and Monongalia	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
	Ohio	Wood	Mar. 1, 1945	Apr. 1, 1946	May 15, 1946
(358) Point Pleasant-Gallipolis	West Virginia	Washington	Mar. 1, 1945	Apr. 1, 1946	May 15, 1946
	Ohio	Jackson and Mason	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(359) Wheeling-Steubenville	West Virginia	Gallia and Meigs	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	Ohio	Brooke, Hancock, Marshall, Ohio, and Wetzel	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(359a) Appleton	Wisconsin	Belmont, Columbiana, and Jefferson	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
		Outagamie County and that part of New London located in Waupaca County	Mar. 1, 1945	Apr. 1, 1945	May 15, 1949
(359b) Ashland	Wisconsin	Ashland	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(360) Beloit-Janesville	Wisconsin	Rock	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(360a) Green Bay	Wisconsin	Brown	Mar. 1, 1945	Jan. 1, 1946	Feb. 15, 1946
(360b) Kenosha-Racine	Wisconsin	Kenosha and Racine	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1946
(361) Eau Claire	Wisconsin	Chippewa, Dunn, and Eau Claire	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(361a) La Crosse	Wisconsin	La Crosse	Mar. 1, 1942	Dec. 1, 1943	Jan. 15, 1944
(362) Madison, Wis.	Wisconsin	Columbia, Dane, and Sauk	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(363) Manitowoc	Wisconsin	Manitowoc	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	Wisconsin	That portion of the City of Kiel in the County of Calumet	Mar. 1, 1942	Apr. 1, 1944	May 15, 1944
(363a) Marinette	Wisconsin	Marinette	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(364) Milwaukee	Wisconsin	Milwaukee and Waukesha	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1946
(364a) Mondovi-Durand	Wisconsin	Buffalo and Pepin	Mar. 1, 1944	June 1, 1945	July 15, 1945
(365) Oshkosh-Fond du Lac	Wisconsin	Fond du Lac and Winnebago	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Wisconsin	That portion of the City of Waupun in the County of Dodge	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(365a) Sheboygan	Wisconsin	Sheboygan	Jan. 1, 1946	Oct. 1, 1946	Nov. 15, 1946
(366) Sparta	Wisconsin	Monroe	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(367) Sturgeon Bay	Wisconsin	Wisconsin	Mar. 1, 1942	Nov. 1, 1942	Oct. 16, 1942
(367a) Watertown, Wis.	Wisconsin	Dodge County, except the City of Waupun, and Jefferson County	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(367b) Wausau	Wisconsin	Marathon and Portage and that portion of Abbotsford Village, Colby City and Unity Village in Clark County	Jan. 1, 1946	Nov. 1, 1946	Dec. 15, 1946
(368) Casper	Wyoming	Natrona	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(368a) Cody-Lovell	Wyoming	That portion of Big Horn County lying outside of the Big Horn National Forest and that portion of Park County lying outside of the Shoshone National Forest	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(369) Cheyenne	Wyoming	That part of Laramie County, consisting of Townships 13 and 14 in Ranges 66 and 67 west of the 6th Principal Meridian, including the City of Cheyenne	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(369a) Douglas	Wyoming	Converse	Mar. 1, 1943	May 1, 1944	June 15, 1944
(369b) Thermopolis	Wyoming	Hot Springs	Mar. 1, 1944	May 1, 1945	June 15, 1945
(369c) Laramie	Wyoming	Albany	Jan. 1, 1945	Feb. 1, 1946	Mar. 15, 1946
(369d) [Decontrolled]					
(369e) Sheridan	Wyoming	Sheridan	July 1, 1945	Nov. 1, 1946	Dec. 15, 1946
(370) Alaska	Alaska	Territory of Alaska	Mar. 1, 1942	Nov. 1, 1942	Mar. 15, 1943
(371) Puerto Rico	Puerto Rico	Puerto Rico	Oct. 1, 1942	Feb. 1, 1944	Mar. 31, 1944

¹ For the portion of the County of San Diego, other than the Judicial Townships of Encinitas, National, and San Diego in their entireties, and that part of the Judicial Township of El Cajon lying west of the Cleveland National Forest, and which remains under control after March 1, 1947, the effective date is July 1, 1942.

² This regulation is applicable only to that portion of the defense rental area set forth in the third column of this Schedule A.

³ Sections 1, 6, 13.

⁴ Remaining sections.

⁵ Decontrolled as to accommodations in transient hotels and rooms in motor courts.

⁶ Decontrolled as to accommodations in transient hotels.

SCHEDULE B—SPECIFIC PROVISIONS RELATING TO INDIVIDUAL DEFENSE-RENTAL AREA OR PORTIONS THEREOF

1. Provisions relating to Lawrence County, South Dakota, in the Rapid City-Sturgis Defense-Rental Area.

Decontrol based upon the recommendation of the Local Advisory Board. Effective October 9, 1947, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in Lawrence County with the exception of Sections 2, 3, 4, 9, 10, 11, 14, 15, 16, 21, 22, 23, Township 6—North.

2. Provisions relating to Jefferson County, Kentucky, in the Louisville Defense-Rental Area.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective October 9, 1947, the maximum rents for all housing accommodations in Jefferson County, Kentucky, in the Louisville Defense-Rental Area shall be increased 5%, except in cases in which the maximum rent has been established under § 825.84 (b) prior to October 9, 1947. All provisions of §§ 825.81 to 825.92, inclusive, insofar as they are applicable to the Louisville Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

3. Provisions relating to Ottawa County, Kansas, in the Salina Defense-Rental Area.

Decontrol based upon the recommendation of the Local Advisory Board. Effective October 23, 1947, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in Ottawa County.

4. Provisions relating to Klamath Falls Defense-Rental Area, State of Oregon.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective October 23, 1947, the maximum rents for all housing accommodations in the Klamath Falls Defense-Rental Area shall be increased 10 percent, except in cases in which the maximum rent has been established under § 825.84 (b) prior to the effective date of this amendment. All provisions of §§ 825.81 to 825.92, inclusive, insofar as they are applicable to the Klamath Falls Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

5. Provisions relating to the Alexandria-Leesville Defense-Rental Area, State of Louisiana.

Decontrol based upon the recommendation of the Local Advisory Board. Effective October 31, 1947, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in Alexandria-Leesville Defense-Rental Area.

nated in Alexandria-Leesville Defense-Rental Area.

6. Provisions relating to San Angelo Defense-Rental Area, State of Texas.

Decontrol based upon the recommendation of the Local Advisory Board. The application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in the San Angelo Defense-Rental Area, effective November 15, 1947.

7. Provisions relating to Saunders County, Nebraska, in the Omaha Defense-Rental Area.

Decontrol based upon the recommendation of the Local Advisory Board. Effective October 31, 1947, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in Saunders County, Nebraska.

8. Provisions relating to Concordia Defense-Rental Area, State of Kansas.

Decontrol based upon the recommendation of the Local Advisory Board. Effective November 14, 1947, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in the Concordia Defense-Rental Area.

9. Provisions relating to Burlington Defense-Rental Area, States of Illinois and Iowa.

Decontrol based upon the recommendation of the Local Advisory Board. Effective November 19, 1947, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in the County of Henderson, Illinois.

10. Provisions relating to Clark County, Nevada, in the Las Vegas Defense-Rental Area.

Decontrol based upon the recommendation of the Local Advisory Board. Effective November 28, 1947, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in Clark County with the exception of that part of Township 20, South encompassed by Ranges 60, 61, 62 East; that part of Township 21, South encompassed by Ranges 60, 61, 62 East; that part of Township 22, South encompassed by Ranges 61, 62, 63 East; and that part of Township 23, South encompassed by Ranges 63 and 64 East.

11. Provisions relating to Miami County, Indiana, in the Anderson Defense-Rental Area.

Decontrol based upon the recommendation of the Local Advisory Board. Effective November 28, 1947, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in Miami County.

12. Provisions relating to Yuba County and Butte County, California, in the Marysville-Chico Defense-Rental Area.

Decontrol based upon the recommendation of the Local Advisory Board. Effective November 28, 1947, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in that portion of Butte County described as follows:

All North and East of a line beginning at a point in the boundary line between Yuba and Butte Counties, California, between T 18 N, R 5 E and T 18 N, R 6 E, thence north in Butte County along the east lines of T 18 N, R 5 E, T 19 N, R 5 E and T 20 N, R 5 E to N E corner of T 20 N, R 5 E; thence, west along north line of T 20 N, R 5 E to S E corner of T 21 N, R 4 E; thence north along east lines of T 21 N, R 4 E, T 22 N, R 4 E and T 23 N, R 4 E to the N E corner of T 23 N, R 4 E; thence, west along the north lines of T 23 N, R 4 E, T 23 N, R 3 E and T 23 N, R 2 E to the boundary line between Butte and Tehama Counties, California.

Effective November 28, 1947, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in that portion of Yuba County described as follows:

All North and East of a line beginning at a point on the line between Nevada County and Yuba County where said line is intersected by the south line of Township seventeen (17) North, Range six (6) East MDB&M and running thence West along said Township line to the southwest corner of said Township; then north along the west line of Townships seventeen (17) and eighteen (18) North, Range six (6) East to the point where said line intersects the line between Butte County and Yuba County.

13. Provisions relating to Uvalde County, Texas, in the San Antonio Defense Rental Area.

Decontrol based upon the recommendation of the Local Advisory Board. Effective December 16, 1947, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in the County of Uvalde, Texas.

14. Provisions relating to Holdrege Defense-Rental Area, State of Nebraska.

Decontrol based upon the recommendation of the Local Advisory Board. Effective December 31, 1947, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in the Holdrege Defense-Rental Area.

15. Provisions relating to Vernon Defense-Rental Area, State of Texas.

Decontrol based upon the recommendation of the Local Advisory Board. Effective December 31, 1947, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in the Vernon Defense-Rental Area.

16. Provisions relating to Sarasota Defense-Rental Area, State of Florida.

Decontrol based upon the recommendation of the Local Advisory Board. Effective January 15, 1948, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in the Sarasota Defense-Rental Area.

17. Provisions relating to Brookings County, South Dakota, in the Brookings Defense Rental Area.

Decontrol based upon the recommendation of the Local Advisory Board. Effective January 20, 1948, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in Brookings County except for that portion of Brookings County which constitutes the City of Brookings.

18. Provisions relating to Peoria Defense-Rental Area, State of Illinois.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective January 20, 1948, the maximum rents for all housing accommodations in the Peoria Defense-Rental Area shall be increased 4 per cent, except in cases in which the maximum rent has been established under § 825.84 (b). All provisions of the regulation insofar as they are applicable to the Peoria Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

19. Provisions relating to Jacksonville Defense-Rental Area, State of Florida.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective January 20, 1948, the maximum rents are increased in the amount of 10 per cent for all housing accommodations in Jacksonville Defense-Rental Area for which the maximum rents were determined under section 4 (a) of the Rent Regulation for Transient Hotels, Residential Hotels, Rooming Houses and Motor Courts, issued pursuant to the Emergency Price Control Act of 1942, as amended, or which have been fixed by an order entered under section 5 of said regulation or under § 825.85 in cases in which section 5 or § 825.85 of the applicable regulation provides that the maximum rent should be determined on the basis of the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, except in cases in which the maximum rent has been established under § 825.84 (b) and in those cases in which the maximum rent has been adjusted on or after August 22, 1947 under § 825.85 (a) (9). All provisions of §§ 825.81 to 825.92, inclusive, insofar as they are applicable to the Jacksonville Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

20. Provisions relating to Kalamazoo County, Michigan, in the Kalamazoo-Battle Creek Defense-Rental Area.

Increases in maximum rents, based upon the recommendations of the Local Advisory Board. Effective January 22, 1948, the maximum rents for all housing accommodations in Kalamazoo County, Michigan, in the Kalamazoo-Battle Creek Defense-Rental Area shall be increased 5 per cent except in cases in which the maximum rent has been established under § 825.84 (b). All provisions of §§ 825.81 to 825.92, inclusive, insofar as they are applicable to the Kalamazoo-Battle Creek Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

21. Provisions relating to Waycross Defense-Rental Area, State of Georgia.

Decontrol based upon the recommendation of the Local Advisory Board. Effective February 2, 1948, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in the Waycross Defense-Rental Area.

22. Provisions relating to Tampa Defense-Rental Area, State of Florida.

Increases in maximum rents based upon the recommendations of the Local Advisory Board. Effective February 2, 1948, the maximum rents are increased in the amount of 15 per cent for all housing accommodations in Tampa Defense-Rental Area for which the maximum rents were determined under section 4 (a) of the Rent Regulation for Transient Hotels, Residential Hotels, Rooming Houses and Motor Courts, issued pursuant to the Emergency Price Control Act of 1942, as amended, or which have been fixed by an order entered under section 5 of said regulation or under § 825.85 in cases in which section 5 or § 825.85 of the applicable regulation provides that the maximum rent should be determined on the basis of the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, except in cases in which the maximum rent has been established under § 825.84 (b) and in those cases in which the maximum rent has been adjusted on or after August 22, 1947, under § 825.85 (a) (9). All provisions of §§ 825.81 to 825.92, inclusive, insofar as they are applicable to the Tampa Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

23. Provisions relating to Dallas Defense-Rental Area, State of Texas.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective February 3, 1948, the maximum rents are increased in the amount of 4 per cent for all housing accommodations in Dallas Defense-Rental Area for which the maximum rents were determined under section 4 (a) of the Rent Regulation for Transient Hotels, Residential Hotels, Rooming Houses and Motor Courts, issued pursuant to the Emergency Price Control Act of 1942, as amended, or which have been fixed by an order entered under section 5 of said regulation or under § 825.85 in cases in which section 5 or § 825.85 of the applicable regulation provides that the maximum rent should be determined on the basis of the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, except in cases in which the maximum rent has been established under § 825.84 (b) and in those cases in which the maximum rent has been adjusted on or after August 22, 1947 under § 825.85 (a) (9). All provisions of §§ 825.81 to 825.92, inclusive, insofar as they are applicable to the Dallas Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

24. Provisions relating to Cedar Rapids Defense-Rental Area, State of Iowa.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective February 4, 1948, the maximum rents are increased in the amount of 7 per cent for all housing accommodations in the Cedar Rapids Defense-Rental Area, Iowa, for which the maximum rents were determined under section 4 (a) of the Rent Regulation for Transient Hotels, Residential Hotels, Rooming Houses and Motor Courts, issued pursuant to the Emergency Price Control Act of 1942, as amended, or which have been fixed by an order entered under section 5 of said regulation or under § 825.85 in cases in which section 5 or § 825.85 of the applicable regulation provides that the maximum rent should be determined on the basis of the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, except in cases in which the maximum rent has

been established under § 825.84 (b) and in those cases in which the maximum rent has been adjusted on or after August 22, 1947 under § 825.85 (a) (9). All provisions of §§ 825.81 to 825.92, inclusive, insofar as they are applicable to the Cedar Rapids Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

25. Provisions relating to Solano County, a part of the Richmond-Vallejo Defense-Rental Area, State of California.

Effective February 4, 1948, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in Solano County, a part of the Richmond-Vallejo Defense-Rental Area. All provisions of the regulation, insofar as they are applicable to Solano County, a part of the Richmond-Vallejo Defense-Rental Area, are hereby amended to the extent necessary to carry this provision into effect.

26. Provisions relating to the Richmond Defense-Rental Area, State of Virginia.

Decontrol based upon the recommendation of the Local Advisory Board. Effective February 4, 1948, the application of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments is terminated in the Richmond Defense-Rental Area.

27. Provisions relating to La Crosse Defense-Rental Area, State of Wisconsin.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective February 24, 1948, the maximum rents are increased in the amount of 8 percent for all housing accommodations in the La Crosse Defense-Rental Area, Wisconsin, for which the maximum rents were determined under section 4 (a) of the Rent Regulation for Transient Hotels, Residential Hotels, Rooming Houses and Motor Courts, issued pursuant to the Emergency Price Control Act of 1942, as amended, or which have been fixed by an order entered under section 5 of said regulation or under § 825.85 in cases in which section 5 or § 825.85 of the applicable regulation provides that the maximum rent should be determined on the basis of the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, except in cases in which the maximum rent has been established under § 825.84 and in those cases in which the maximum rent has been adjusted on or after August 22, 1947, under § 825.85 (a) (9). All provisions of §§ 825.81 to 825.92, inclusive, insofar as they are applicable to the La Crosse Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

28. Provisions relating to the Burnett and Gilroy Judicial Townships of Santa Clara County, California, a portion of the San Jose Defense-Rental Area.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective February 25, 1948, the maximum rents for all housing accommodations in the Burnett and Gilroy Judicial Townships of Santa Clara County, California, a part of the San Jose Defense-Rental Area, shall be increased 4 per cent except in cases in which the maximum rent has been established under § 825.84 (b). All provisions of §§ 825.81 to 825.92, inclusive, insofar as they are applicable to the San Jose Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

29. Provisions relating to Orange County, California, a portion of the Los Angeles Defense-Rental Area.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective March 26, 1948, the maximum rents for all housing accommodations in Orange County, California, a part of the Los Angeles Defense-Rental Area, shall be

increased 7 percent except in cases in which the maximum rent has been established under § 825.84 (b). All provisions of §§ 825.81 to 825.92, inclusive, insofar as they are applicable to the Los Angeles Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

30. Provisions relating to Kalamazoo County, Michigan, in the Kalamazoo-Battle Creek Defense-Rental Area.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Effective March 31, 1948, the maximum rents for all housing accommodations in Kalamazoo County, Michigan, in the Kalamazoo-Battle Creek Defense-Rental Area shall be increased 3 percent except in cases in which the maximum rent has been established under § 825.84 (b). All provisions of §§ 825.81 to 825.92, inclusive, insofar as they are applicable to the Kalamazoo-Battle Creek Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

31. Provisions relating to the Galesburg Defense-Rental Area, State of Illinois.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Pursuant to the provisions of and subject to the limitations contained in the Housing and Rent Act of 1947, as amended, the maximum rents for all housing accommodations in the Galesburg Defense-Rental Area shall be increased 18 per cent, effective September 1, 1948, except in cases in which the maximum rents have been adjusted under § 825.85 (a) (9) prior to September 1, 1948. All provisions of §§ 825.81 to 825.92, inclusive, insofar as they are applicable to the Galesburg Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

32. Provisions relating to the City of Petersburg, Virginia, a portion of the Petersburg Defense-Rental Area.

Increases in maximum rents based upon the recommendation of the Local Advisory Board. Pursuant to the provisions of and subject to the limitations contained in the Housing and Rent Act of 1947, as amended, the maximum rents are hereby increased, effective September 24, 1948, in the amount of 15 percent for all housing accommodations in the City of Petersburg, Virginia, a part of the Petersburg Defense-Rental Area, for which the maximum rents are determined under section 4 (a) of the Rent Regulation for Transient Hotels, Residential Hotels, Rooming Houses and Motor Courts, issued pursuant to the Emergency Price Control Act of 1942, as amended, or which have been fixed by an order entered under section 5 of said regulation or § 825.85 in cases in which section 5 or § 825.85 of the applicable regulation provides that the maximum rent should be determined on the basis of the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date: *Provided, however,* That no increase is hereby authorized of maximum rents which have been adjusted on or after August 22, 1947 under § 825.85 (a) (9). All provisions of §§ 825.81 to 825.92, inclusive, insofar as they are applicable to the Petersburg Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect.

Effective date. This Rent Regulation for Controlled Rooms in Rooming Houses and other Establishments shall become effective July 1, 1947. [Originally issued June 30, 1947.]

CONTROLLED ROOMS IN ROOMING HOUSES AND OTHER ESTABLISHMENTS IN THE NEW YORK CITY DEFENSE-RENTAL AREA

§ 825.101 *Definitions and scope of §§ 825.101 to 825.112, inclusive.* "Act"

means the Housing and Rent Act of 1947, as amended.

"Expediter" means the Housing Expediter, or the Rent Director or such other person or persons as the Housing Expediter may appoint or designate to carry out any of the duties delegated to him by the act.

"Rent Director" means the person designated by the Expediter as director of the defense-rental area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Expediter.

"Local Advisory Board" means a board created in a defense-rental area or a part thereof, the members of which are appointed by the Housing Expediter upon recommendations made by the Governor or as otherwise required by section 204 (e) of the Housing and Rent Act of 1947.

"Area Rent Office" means the Office of the Rent Director in the defense-rental area.

"Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

"Housing accommodations" means any building structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

"Room" means a room or group of rooms, not constituting an apartment, rented or offered for rent as a housing accommodations unit in a rooming house, hotel, or other establishment. The term includes ground rented as trailer space.

"Services" includes repairs, decorating, and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of a room.

"Landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any room, or any agent of any of the foregoing.

"Tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any room.

"Rent" means the consideration, including any bonus, benefit, or gratuity demanded or received for or in connection with the use or occupancy of a room or for the transfer of a lease of such room.

"Term of occupancy" means occupancy on a daily, weekly, or monthly basis.

"Rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel or motor court in which a furnished room or rooms not constituting an apartment are rented on a short term basis of daily, weekly or monthly occupancy to more than two

paying tenants, not members of the landlord's immediate family. The term includes boarding houses, dormitories, trailers not a part of a motor court, residence clubs and all other establishments of a similar nature, including tourist homes.

"Hotel" means any establishment which is commonly known as a hotel in the community in which it is located and which provides customary hotel services.

"Motor court" means an establishment renting rooms, cottages or cabins, supplying parking or storage facilities for motor vehicles in connection with such renting and other services and facilities customarily supplied by such establishments, and commonly known as a motor, auto or tourist court in the community.

"Tourist home" means a rooming house which caters primarily to transient guests and is known as a tourist home in the community.

"Apartment" means a room or rooms providing facilities commonly regarded in the community as necessary for a self-contained dwelling unit, and of a class of accommodations customarily rented without variations in rent dependent on terms of occupancy and number of occupants: *Provided, however*, That a self-contained dwelling unit containing a kitchen and bath shall be deemed an apartment.

"Other establishments" means multiple unit establishments, other than hotels or rooming houses, containing more than two rooms (see definition of room) rented or offered for rent on a short time basis of daily, weekly or monthly occupancy.

"Maximum rent date" means March 1, 1943, the date established as the maximum rent date in the New York City defense-rental area under the authority of the Emergency Price Control Act of 1942, as amended, and the regulations issued thereunder.

"Date determining maximum rent" means the date as of which a maximum rent was determined for any particular room in accordance with the Emergency Price Control Act of 1942, as amended, and the regulations issued thereunder, or under § 825.104 (b), (c), or (d) which ever is applicable.

"The 30-day period determining the maximum rent" means the period provided in the "Hotel Regulation" for determining, under section 4 (a) or (b) of that regulation, the maximum rent for any room.

"Effective date of regulation" means November 1, 1943, the effective date of the "Hotel Regulation", for the New York City defense-rental area, except where the context indicates clearly to the contrary.

"Hotel Regulation" means the Rent Regulation for Transient Hotels, Residential Hotels, Rooming Houses, and Motor Courts for the New York City defense-rental area in effect on June 30, 1947, issued under authority of and pursuant to the Emergency Price Control Act of 1942, as amended.

(a) *Rooms in rooming houses, hotels, and other establishments and defense-rental area to which §§ 825.101 to 825.112, inclusive, apply.* Sections 825.101 to 825.112, inclusive, apply to all rooms in

hotels, rooming houses, and other establishments and to all accommodations brought under §§ 825.101 to 825.112, inclusive, by consent of the Area Rent Director pursuant to § 825.101 (e), and to all accommodations brought under the "Hotel Regulation" by consent of the Area Rent Director pursuant to section 1 (e) of that regulation, within the New York City defense-rental area, consisting of the City of New York (including the Boroughs of Bronx, Brooklyn, Manhattan, Queens, and Richmond) and the Counties of Nassau and Suffolk in the State of New York, except as provided in paragraph (b) of this section. The New York City defense-rental area is referred to hereinafter in §§ 825.101 to 825.112, inclusive, as the "defense-rental area."

(b) *Decontrolled and exempted housing to which §§ 825.101 to 825.112, inclusive, do not apply—*(1) *Exempted housing.* Sections 825.101 to 825.112, inclusive, do not apply to the following:

(i) *Farming tenants.* Rooms situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon.

(ii) *Service employees.* Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part or all of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part.

(iii) *Charitable or educational institutions.* Rooms in hospitals, or rooms of charitable or educational institutions used in carrying out their charitable or educational purposes.

(iv) *Entire structures.* Entire structures or premises, as distinguished from the rooms within such entire structures or premises.

(v) *Non-profit clubs.* Rooms in a bona fide club certified by the Expediter as exempt. The Expediter shall so certify if, on written request of the landlord he finds that the club (a) is a non-profit organization and is recognized as such by written statement of the Bureau of Internal Revenue, (b) rents rooms only to members, bona fide guests of members, and members of bona fide clubs with which the club has reciprocal arrangements for the exchange of privileges, and (c) is otherwise operated as a bona fide club.

(vi) *College fraternity or sorority houses.* Rooms in a bona fide college fraternity or sorority house certified by the Expediter as exempt. The Expediter shall so certify if, on written request of the landlord, he finds that the fraternity or sorority is a bona fide organization operated for the benefit of students and not for profit as a commercial or business enterprise. This exemption shall not apply when the rooms are rented to persons who are not members of the fraternity or sorority.

(vii) *Summer resort housing.* Rooms located in a resort community and customarily rented or occupied on a seasonal basis prior to October 1, 1945, which were not rented during any portion of the period beginning on November 1, 1943, and ending on February 29, 1944.

This exemption shall be effective only from June 1 to September 30, inclusive. (2) *Decontrolled housing.* Sections 825.101 to 825.112, inclusive, do not apply to the following:

(i) *Rooms in hotels, motor courts, trailers and trailer spaces, tourist homes, and other establishments.* (a) Rooms in a hotel (see definition of hotel in this section) which on June 30, 1947, were occupied by persons to whom were provided customary hotel services such as maid service, furnishing and laundering of linen, telephone and secretarial or desk service, use and upkeep of furniture and fixtures, and bellboy services (not necessarily all the types of services named need be provided in all cases, as long as enough are provided to constitute customary hotel services usually supplied in establishments commonly known as hotels in the community where they are located); (b) rooms in establishments which were motor courts on June 30, 1947; (c) trailers and ground space rented for trailers; (d) rooms in any tourist home serving transient guests exclusively on June 30, 1947; and (e) rooms in other establishments (see definition of other establishments in this section) which are occupied by persons who are provided customary hotel services such as maid service, furnishing and laundering of linen, telephone and secretarial or desk service, use and upkeep of furniture and bellboy services.

Reporting requirements. Every landlord of rooms referred to in (a), (d), and (e) of this subdivision (i), who has not filed an application for decontrol prior to April 1, 1948, shall on or before June 1, 1948, file in the area rent office a report of decontrol of such accommodations on a form provided by the Expediter.

(ii) *Newly constructed rooms or converted rooms.* (a) Rooms the construction of which was completed on or after February 1, 1947, or which are additional accommodations created by conversion on or after February 1, 1947: *Provided, however*, That maximum rents established under the Veterans' Emergency Housing Act for priority constructed housing accommodations completed on or after February 1, 1947, shall continue in full force and effect if such accommodations are being rented to veterans of World War II or their immediate families who, on June 30, 1947, either (1) occupied such housing accommodations, or (2) had a right to occupy such housing accommodations at any time on or after July 1, 1947, under any agreement whether written or oral; (b) rooms the construction of which was completed on or after February 1, 1945, and prior to February 1, 1947, and which between the date of completion and June 30, 1947, both dates inclusive, at no time were rented (other than to members of the immediate family of the landlord) as housing accommodations.

For the purposes of this subdivision (ii) the time at which construction of a room shall be deemed to be "completed" shall be the date on which the room is first suitable for occupancy and all utility and service connections have been made, except for the installation of such items and the completion of such decoration work as, in accordance with the cus-

tom of the community, are left for installation by, or to the choice of, the purchaser or the tenant; and the word "conversion" means (1) a change from non-housing to a housing use or (2) a structural change in a residential unit or units involving substantial alterations or remodeling and resulting in the creation of additional housing accommodations.

(iii) *Rooms not rented for two-year period.* Rooms which for any successive 24-month period during the period February 1, 1945, to March 30, 1948, both dates inclusive, were not rented (other than to members of the immediate family of the landlord) as individual rooms or as a part of a larger housing accommodation.

(iv) *Non-housekeeping furnished accommodations.* Non-housekeeping, furnished housing accommodations, located within a single dwelling unit not used as a rooming or boarding house, but only if no more than two paying tenants, not members of the landlord's immediate family live in such dwelling unit, and the remaining portion of such dwelling unit is occupied by the landlord or his immediate family. (See definition of rooming house in this section.)

(v) *Leased accommodations.* (a) Except as hereinafter provided in this subdivision (v), controlled rooms concerning which a landlord and tenant on or before December 31, 1947, voluntarily entered into a valid written lease in good faith and such lease took effect on or after July 2, 1947, but before January 1, 1948, and such lease by its terms expires on or after December 31, 1948, and provided for a rent not in excess of 15 percent above the maximum rent in effect prior to the effective date of such lease and a true and duly executed copy of such lease was filed with the Housing Expediter within 15 days after the date of execution thereof.

(b) Except as hereinafter provided in this subdivision (v), housing accommodations concerning which a landlord and tenant (including landlords and tenants who have executed leases in accordance with (a) of this subdivision (v) and including any new tenant) on or before December 31, 1948, voluntarily enter into a valid written lease in good faith for a rent not in excess of 15 percent over the maximum rent which in the absence of a lease would be in effect with respect thereto on March 30, 1948, plus or minus the amount of any adjustment under § 825.105, and such lease takes effect on or after April 1, 1948, and expires on or after December 31, 1949, and a true and duly executed copy of such lease is filed with the Expediter within 15 days after the date of execution of such lease.

Exceptions to (a) and (b) of this subdivision (v). All controlled rooms referred to in (a) of this subdivision (v) shall be subject to §§ 825.101 to 825.112, inclusive, unless the lease provided for the same living space, services, furniture, furnishings and equipment with the controlled rooms as were required to be provided by §§ 825.101 to 825.112, inclusive, prior to the effective date of the lease.

All controlled rooms referred to in (b) of this subdivision (v) shall be subject to §§ 825.101 to 825.112, inclusive, unless the lease provides for the same

living space, services, furniture, furnishings, and equipment with the controlled rooms which in the absence of a lease would be required to be provided by §§ 825.101 to 825.112, inclusive, on March 30, 1948, plus or minus such living space, services, furniture, furnishings and equipment as have thereafter been added or removed and for which increase or decrease an order adjusting the maximum rent has been issued by the Expediter.

All controlled rooms referred to in (a) and (b) of this subdivision (v) shall be subject to §§ 825.101 to 825.112, inclusive, if the lease is terminated or expires on or after April 1, 1948, and before March 31, 1949, unless a subsequent lease entered into under the provisions of (b) of this subdivision (v) is in force.

Reporting requirements. A landlord shall file Form D-92—Registration of Lease—in triplicate with the true and duly executed copy of the lease required to be filed in (b) of this subdivision (v).

A landlord shall file a report in the Area Rent Office on a form provided by the Expediter, of any termination of a lease referred to in (a) or (b) of this subdivision (v) prior to the expiration date of the lease. Such report shall be filed within 15 days after such termination or 15 days after April 1, 1948, whichever is later.

(c) *Effect of §§ 825.101 to 825.112, inclusive, on leases and other rental agreements.* The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with §§ 825.101 to 825.112, inclusive.

(d) *Waiver of benefit void.* An agreement by the tenant to waive the benefit of any provision of §§ 825.101 to 825.112, inclusive, is void. A tenant shall not be entitled by reason of §§ 825.101 to 825.112, inclusive, to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of §§ 825.101 to 825.112, inclusive.

(e) *Election by landlords to bring housing under §§ 825.101 to 825.112, inclusive.* Where a building or establishment contains one or more furnished rooms or other furnished housing accommodations whose maximum rents are determined under the Controlled Housing Rent Regulation, the landlord may with the consent of the Expediter, elect to bring all housing accommodations within such building or establishment under the control of §§ 825.101 to 825.112, inclusive. A landlord who so elects shall file the registration statements required by § 825.107 for all such housing accommodations, accompanied by a written request to the Expediter to consent to such election.

If the Expediter finds that the provisions of §§ 825.101 to 825.112, inclusive, establishing maximum rents are better adapted to the rental practices of such building or establishment than the provisions of the Controlled Housing Rent Regulation, he shall consent to the landlord's election by order. Accommodations so brought under §§ 825.101 to 825.112, inclusive, shall be considered "rooms" for the purposes of the regulation.

The landlord may at any time, with the consent of the Expediter, revoke his election made under this § 825.101 (e) or under section 1 (e) of the "Hotel Regulation", and thereby bring under the control of the Controlled Housing Rent Regulation all housing accommodations previously brought under §§ 825.101 to 825.112, inclusive, by such election. He shall make such revocation by filing a registration statement or statements under the Controlled Housing Rent Regulation, including in such registration statement or statements all housing accommodations brought under §§ 825.101 to 825.112, inclusive, by such election. Such registration statement or statements shall be accompanied by a written request to the Expediter to consent to such revocation. The Expediter may defer action on such request if he has taken or is about to take action to decrease the maximum rents of any housing accommodations within such building or establishment. If the Expediter finds that the revocation so requested will not result in substantial increases in the maximum rents of housing accommodations affected by such revocation, he shall give such consent. Upon such consent, all housing accommodations affected by such revocation shall become subject to the provisions of the Controlled Housing Rent Regulation.

§ 825.102 *Prohibition*—(a) *Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall offer, demand, or receive any rent for or in connection with the use or occupancy on and after July 1, 1947, of any room subject to §§ 825.101 to 825.112, inclusive, within the defense-rental area, higher than the maximum rents provided by §§ 825.101 to 825.112, inclusive, and no person shall solicit, attempt, or agree to do any of the foregoing. A reduction in the services, furniture, furnishings or equipment required under § 825.103 shall constitute an acceptance of rent higher than the maximum rent. Lower rents than those provided by §§ 825.101 to 825.112, inclusive, may be demanded or received.

(b) *Terms of occupancy*—(1) *Tenant not required to change term of occupancy.* No tenant shall be required to change his term of occupancy.

(2) *Term of occupancy during June 1943.* Where, during June 1943, a room was rented or offered for rent for a weekly or monthly term of occupancy, the landlord shall continue to offer the room for that term of occupancy except that he is not required to rent for that term more than the greatest number of rooms which were rented for the term at any one time during June 1943. However, if during the year ending on June 30, 1943, a landlord had regular and definite seasonal practices with reference to the renting of rooms on a weekly or monthly basis, he may request the Expediter to approve such practices. When approval is given the landlord shall offer rooms for rent for weekly and monthly terms of occupancy pursuant to the practices so approved. The Expediter may withdraw approval at any time if he finds that the landlord has failed to conform to such practices, or if

he finds that the effects of the approval are inconsistent with the act or §§ 825.101 to 825.112, inclusive, or are likely to result in the circumvention or evasion thereof.

(3) *Request by tenant to change term of occupancy.* Any tenant on a daily or weekly term of occupancy shall on request be permitted by the landlord to change to a weekly or monthly term unless the landlord is then renting for such term a number of rooms equal to the number which he is required to rent for that term under subparagraph (2) of this paragraph. If the room occupied by such tenant was not rented or offered for rent for such term during June 1943, the landlord may transfer the tenant to a room, as similar as possible, which was so rented or offered for rent.

(4) *Orders where facts are in dispute, in doubt, or not known.* If the landlord's duty under subparagraph (2) of this paragraph, with reference to a room is in dispute, or in doubt, or not known, the Expediter, at any time on his own initiative may issue an order determining the necessary facts and establishing such duty; or, if the Expediter is unable to ascertain the necessary facts, he may issue an order pursuant to subparagraph (5) of this paragraph.

(5) *Orders determining terms of occupancy on basis of rental practices in comparable accommodations in the area.* Where subparagraph (2) of this paragraph does not require the offering of a room on a weekly or monthly basis, or where the Expediter is unable to ascertain the facts necessary to establish the landlord's duty under that paragraph, he may at any time on his own initiative issue an order requiring the room to be offered for rent for a weekly or monthly term of occupancy, or both. The Expediter may issue such orders if he finds that, during a reasonable period prior to the time the proceeding hereunder is commenced, the room has been rented under circumstances which make appropriate the application of weekly or monthly rents. In determining whether the landlord shall be required to offer the room on a weekly basis, or on a monthly basis, or both, the Expediter will consider the practices which prevailed in the defense-rental area for similar accommodations during a reasonable period prior to the effective date of regulation.

Upon issuance of such an order, the room shall be offered for rent on a weekly or monthly basis, or both, as the order may require, for each number of occupants for which it is offered by the landlord for any other term of occupancy. A tenant of the room on a daily or weekly basis shall on request be permitted by the landlord to change to any term of occupancy which the landlord is required to offer pursuant to the order.

(c) *Security deposits.*—(1) *General prohibition.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive or retain a security deposit for or in connection with the use or occupancy of any room subject to §§ 825.101 to 825.112, inclusive within the defense-rental area, ex-

cept as provided in this paragraph (c). The term "security deposit," in addition to its customary meaning, includes any prepayment of rent except payment in advance of the next periodic installment of rent for a period no longer than one month but shall not include rent voluntarily prepaid subsequent to possession by a tenant under a written lease for his own convenience.

(2) *Maximum rent established under section 4 (a) of the "Hotel Regulation."* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (a), no security deposit shall be demanded, received, or retained except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement in effect on the date determining the maximum rent.

(3) *Maximum rent established under section 4 (b) or (c) of the "Hotel Regulations."*—(i) *Renting prior to "effective date of regulation."* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (b) or (c) by a renting prior to the effective date of regulation, no security deposit shall be demanded, received or retained except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement under which the accommodations were first rented or in any order heretofore or hereafter issued with reference to such security deposit. Where such lease or other rental agreement provided for a security deposit, the Expediter at any time, on his own initiative or on application of the tenant, may order a decrease in the amount of such deposit or may order its elimination.

(ii) *Renting on or after "effective date of regulation."* Where the maximum rent of the housing accommodations is or initially was established under section 4 (b) or (c) of the "Hotel Regulation" by a renting on or after the effective date of regulation, no security deposit shall be demanded or received.

(4) *Maximum rent established under section 4 (d) or (f) of the "Hotel Regulation."* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (d) or (f), no security deposit shall be demanded or received, except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) as provided in the lease or other rental agreement in effect on September 1, 1944. Where such accommodations are first rented after September 1, 1944, no security deposit shall be demanded, received, or retained.

(5) *Deposits to secure the return of certain movable articles.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may petition for an order authorizing the demand and receipt of a deposit to secure the return of movable articles. If the landlord shows that he has a special need therefor, the Expediter may enter an order authorizing a security deposit, not in ex-

cess of ten dollars to secure the return of the movable articles specified in the order.

(6) *Deposits based on prior rental practices.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may demand, receive, and retain, in the case of any rental agreement entered into on or after April 1, 1948, a security deposit, if said deposit does not exceed the rent for one month in addition to the otherwise authorized collection of rent in advance, if the demand, collection or retention of such a security deposit was an accepted rental practice, prior to January 30, 1942, in the area in which the premises are located, or was customarily required before that date by the same landlord in the renting of the particular controlled rooms involved, and if the tenant is allowed, under the terms of the rental agreement, to occupy the premises for the period covered by the security deposit without further payment of rent. Each area rent director shall determine the rental practice or practices, prior to January 30, 1942, with reference to such security deposits in the particular area or any portion thereof.

§ 825.103 *Minimum space, services, furniture, furnishings, and equipment.* Except as set forth in § 825.105 (b) or as otherwise provided in this section, every landlord, shall, as a minimum, provide with controlled rooms the same living space, services, furniture, furnishings, and equipment as he was required to provide by §§ 825.101 to 825.112, inclusive, on March 31, 1948.

Where the maximum rent is determined under § 825.104 (b) (1), the landlord shall, as a minimum, provide with the controlled rooms the same living space, services, furniture, furnishings, and equipment as he was required to provide by §§ 825.101 to 825.112, inclusive, prior to the effective date of the lease.

Where the maximum rent is determined under § 825.104 (b) (2) the landlord shall, as a minimum, provide with the controlled rooms the same living space, services, furniture, furnishings, and equipment as he would be required to provide by §§ 825.101 to 825.112, inclusive, in the absence of a lease on March 30, 1948, plus or minus such living space, services, furniture, furnishings and equipment as have thereafter been added or removed and for which increase or decrease an order adjusting the maximum rent has been issued by the Expediter.

§ 825.104 *Maximum rents.* This section establishes separate maximum rents for different terms of occupancy (daily, weekly or monthly) and numbers of occupants of a particular room. Maximum rents for rooms in a rooming house and for controlled rooms in hotels and other establishments (unless and until changed by the Expediter as provided in § 825.105) shall be:

(a) *Maximum rents in effect on June 30, 1947.* The maximum rents for any rooms under §§ 825.101 to 825.112, inclusive, (unless and until changed by the Expediter as provided in § 825.105) shall be the maximum rents which were in effect on June 30, 1947, as established

under the Emergency Price Control Act of 1942, as amended, and the applicable rent regulation issued thereunder, except as otherwise provided in this section.

(b) *Maximum rent on termination of lease.* (1) For controlled rooms concerning which a lease as described in § 825.101 (b) (2) (v) (a) was in effect, but is terminated on or after April 1, 1948, but before March 31, 1949, the maximum rent shall be the rent provided by the lease or the maximum rent which would have been in effect for said accommodations on March 30, 1948, in the absence of such lease, whichever is higher.

(2) For controlled rooms concerning which a lease as described in § 825.101 (b) (2) (v) (b) was in effect and is terminated before March 31, 1949, the maximum rent shall be the rent provided by the lease.

(c) *Maximum rents established on or after July 1, 1947.* For a room subject to §§ 825.101 to 825.112, inclusive, first rented or offered for rent on or after July 1, 1947, the rent for each term or number of occupants for which it is first offered for rent; if such room is thereafter offered for rent for other terms or numbers of occupants, the rents for which it is first offered for such other term and numbers of occupants. The landlord shall file a registration statement within ten days after any maximum rent is established under this section as provided in § 825.107. The Expediter may order a decrease in the maximum rent as provided in § 825.105 (c).

(d) *First rents for terms and number of occupants not covered by paragraph (a) of this section.* For a room having a maximum rent in effect on June 30, 1947, rented for a particular term or number of occupants for which no maximum rent is established under paragraph (a) of this section, the first rent for the room on or after July 1, 1947, for that term and number of occupants, but not more than the maximum rent for similar rooms for the same term and number of occupants in the same establishment. The Expediter may order a decrease in the maximum rent as provided in § 825.105 (c).

(e) *Meals with room.* For a room with which meals were provided during the thirty-day period determining the maximum rent without separate charge therefor, the rent apportioned by the landlord from the total charge for the room and meals. The landlord's apportionment shall be fair and reasonable and shall be reported in the registration statement for such room. The Expediter at any time on his own initiative or on application of the tenant may by order decrease the maximum rent established by such apportionment, if he finds that the apportionment was unfair or unreasonable.

Every landlord who provides meals with accommodations shall make separate charges for the two. No landlord shall require the taking of meals as a condition of renting any room unless the room was rented or offered for rent on that basis on the maximum rent date.

(f) *Public housing.* Where rooms on June 30, 1947, are rented to either Army or Navy personnel, including civilian employees of the War and Navy Depart-

ments for which the rent is fixed by the national rent schedule of the War and Navy Departments, and on or after July 1, 1947, the rents on such rooms cease to be governed by the national rent schedule of the War or Navy Departments, the maximum rents shall be those which would have been applicable under the appropriate subsection of section 4 of the "Hotel Regulation", or shall be established under § 825.104 (c).

(g) *Rent fixed by order of Expediter.* For a room for a particular term or number of occupants for which no maximum rent has been established under any other provision of §§ 825.101 to 825.112, inclusive, the rent fixed by order of the Expediter as provided in this paragraph (g).

The Expediter at any time on his own initiative or on petition of the landlord may enter an order fixing the maximum rent and specifying the minimum services for a room for a particular term or number of occupants for which no maximum rent has been established prior to issuance of the order under any other provision of §§ 825.101 to 825.112, inclusive. Such maximum rent shall be fixed on the basis of the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

(h) *Decontrolled maximum daily rents for controlled rooms.* Controlled rooms in establishments classified as hotels or tourist homes under section 7 of the "Hotel Regulation" permitted under and pursuant to section 4 (h) of said regulation to be rented on June 30, 1947, for daily terms of occupancy free of the limitations imposed by said regulation, by reason of the landlord of such establishment having complied with the requirements of said section 4 (h) prior to June 30, 1947, including the proper filing of Form DH-DC, may continue to be rented for daily terms of occupancy free of the limitations imposed by §§ 825.101 to 825.112, inclusive.

§ 825.105 *Adjustments and other determinations.* This section sets forth specific standards for the adjustment of maximum rents. In applying these standards and entering orders increasing or decreasing maximum rents, the Expediter shall give full consideration to the correction of inequities in maximum rents and the purposes and provisions of the Housing and Rent Act of 1947, as amended.

In the circumstances enumerated in this section, the Expediter may issue an order changing the maximum rents otherwise allowable or the minimum space, services, furniture, furnishings or equipment required, except in cases where an order increasing or decreasing the maximum rent on the same facts and grounds was entered under the "Hotel Regulation" issued pursuant to the Emergency Price Control Act of 1942, as amended.

In making adjustments under this section, recommendations of local advisory boards shall be approved within 30 days if appropriately substantiated and in accordance with applicable law and regulations. If any recommendation cannot be acted upon within 30 days

the board shall be notified in writing of the reasons therefor.

In those cases involving a major capital improvement, an increase or decrease in services, furniture, furnishings, or equipment, or a deterioration, the adjustment in the maximum rent shall be the amount the Expediter finds would have been on the maximum rent date the difference in the rental value of the housing accommodations by reason of such change: *Provided, however,* That no adjustment shall be ordered where it appears that the rent on the date or during the thirty-day period establishing the maximum rent was fixed in contemplation of and so as to reflect such change.

In all other cases except those under paragraphs (a) (7), (9), (10), (c) (4), (5), and (6) of this section, the adjustment shall be on the basis of the rent which the Expediter finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date: *Provided,* That in cases under paragraph (a) (6) of this section, the adjustment may be on the basis of the rental agreement in force during the thirty-day period determining the maximum rent or the date establishing the maximum rent: *Providing, further,* That in cases under paragraphs (a) (3), and (c) (3) of this section, involving an increase or decrease in living space, the adjustment shall be either the amount the Expediter finds would have been on the maximum rent date the difference in the rental value of the controlled rooms by reason of such change or on the basis of the rent which the Expediter finds was generally prevailing in the defense-rental area for comparable controlled rooms on the maximum rent date, whichever is higher: *And provided, further,* That in cases under paragraph (g) of this section the adjustment shall be in the amount necessary to correct the error.

In cases involving construction, appropriate allowance shall be made for general increases in costs of construction in the defense-rental area since 1939.

In cases under paragraphs (a) (7), (10), and (c) (4) of this section, the adjustment shall be on the basis of the rents which the Expediter finds were generally prevailing in the defense-rental area for comparable accommodations during the year ending on the maximum rent date.

In cases under paragraph (a) (3) of this section appropriate allowance shall be made for general increases in the costs of services, furniture, furnishings, or equipment in the defense-rental area since the maximum rent date.

In cases under paragraph (c) (5) of this section the adjustment shall be on the basis of the average rent during the period of occupancy of the lease or other rental agreement in effect on the date determining the maximum rent.

In cases under paragraph (a) (9) of this section, the adjustment in the maximum rent shall be in the amount necessary to relieve the substantial hardship.

In cases under paragraph (c) (6) of this section, the adjustment in the maxi-

maximum rent shall be in the amount the Expediter finds warranted by the modification or elimination of the necessity for the increase in the maximum rent granted under paragraph (a) (9) of this section: *Provided*, That no decrease shall be ordered in an amount greater than the adjustment ordered under paragraph (a) (9) of this section.

In all cases under paragraph (a) of this section the adjustment in the maximum rent shall be effective as of the date of the filing of the landlord's petition.

(a) *Grounds for increase of maximum rents.* Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable only on the ground that:

(1) *Major capital improvement since maximum rent period.* There has been, since the period determining the maximum rent for the room under the "Hotel Regulation" or the date or order determining the maximum rent for the room, under either the "Hotel Regulation" or §§ 825.101 to 825.112, inclusive, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) *Change prior to maximum rent date.* There was, on or prior to the maximum rent date, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance or a substantial increase in services, furniture, furnishings or equipment, and the rent during the thirty-day period ending on the maximum rent date was fixed by a lease or other rental agreement which was in force at the time of such change or increase.

(3) *Substantial increase in space, services, furniture, furnishings or equipment.* There has been a substantial increase in the services, furniture, furnishings or equipment provided with the room since the period determining the maximum rent for the room under the "Hotel Regulation" or the date or order determining the maximum rent for the room under either the "Hotel Regulation" or §§ 825.101 to 825.112, inclusive, or a substantial increase in the living space since June 30, 1947.

(4) [Revoked.]

(5) [Revoked.]

(6) *Varying rents.* The maximum rent was established by a lease or other rental agreement which provided for a higher rent at other periods during the term of such lease or agreement.

(7) *Seasonal demand.* The maximum rent for the room is substantially lower than the rent at other times of year by reason of seasonal demand for such room. In such cases the Expediter's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(8) *Inequitable rents.* The rent on the date determining the maximum rent was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

(9) *Substantial hardship from increase in property taxes or operating costs.* Substantial hardship has resulted from a decrease in the net income (before interest) of the property for the current year as compared with a prior representative period, due to an unavoidable increase in property taxes or operating costs.

In proper cases increases in pay roll and property taxes in effect on the date of the filing of the petition may be considered by the Expediter in determining whether substantial hardship exists.

For the purposes of this paragraph (a) (9) the term:

(i) "Net income (before interest)" means the amount determined by subtracting unavoidable property taxes and operating costs actually paid or accrued from total income earned.

(ii) "Property taxes and operating costs" includes all expenses necessary to the operation and maintenance of the property actually paid or accrued and properly allocated including depreciation but excluding interest.

(iii) "Property" includes one or more structures operated as a single unit or enterprise.

(iv) "Total income earned" includes rental and other income earned from the property and the rental value of housing accommodations in the property occupied without the full payment of rent.

(v) "Current year" means (a) the most recent full calendar or fiscal year used by the landlord, or (b) any twelve-month period ending not more than 90 days prior to the filing of the petition: *Provided, however*, That the current year in all cases shall begin on or after the maximum rent date: *And provided, further*, That if allowance is requested for increases in pay-roll or property taxes not fully reflected in the "current year" as defined above, at least one calendar month must have passed between the end of the current year and the beginning of the month in which the petition is filed.

(vi) "Prior representative period" means any period of two consecutive years prior to the "current year" but not beginning before January 1, 1939 which the Expediter finds to be representative of the property's normal operation: *Provided, however*, That where a representative period of two consecutive years is not available the Expediter in his discretion may for the purposes of this section accept a representative period of not less than one year.

(10) *Change from year-round to seasonal renting.* The accommodations are located in a resort community, are primarily adapted to occupancy on a seasonal basis, and the establishment of seasonal variations in the rent would not, in the opinion of the area rent director, be inconsistent with the purposes of the act.

(b) *Decrease in space, minimum services, furniture, furnishings or equipment.*

(1) *Requirements for petition and order, or report.* The landlord shall, until the accommodations become vacant, maintain the minimum services, furniture, furnishings, equipment and living space as required under § 825.103, unless and until he has filed a petition to decrease the services, furniture, furnish-

ings, equipment or living space and an order permitting a decrease has been entered thereon. When the accommodations become vacant, the landlord may on renting to a new tenant decrease the services, furniture, furnishings, equipment or living space below the minimum; within 10 days after so renting the landlord shall file a written report with the area rent director showing such decrease.

(2) *Adjustment in maximum rent for decreases.* The order on any petition under this paragraph (b) may require an appropriate adjustment in the maximum rent; and any maximum rent for which a report is required by this paragraph (b) may be decreased in accordance with the provisions of paragraph (c) (3) of this section.

If the landlord fails to file the report required by this paragraph (b) within the time specified, or decreases the services, furniture, furnishings, equipment or living space without an order authorizing such decrease where such order is required, the rent received by the landlord for any rental period commencing on or after such decrease or July 1, 1947, whichever is the later, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order decreasing the maximum rent on account of such decrease in services, furniture, furnishings, equipment or living space. Such amount shall be refunded to the tenant within 30 days after the date of issuance of the order unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). If the Expediter finds that the landlord was not at fault in failing to comply with this paragraph (b), the order may relieve the landlord of the duty to refund.

(c) *Grounds for decrease of maximum rent.* The Expediter at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) *Rent higher than rent generally prevailing.* The maximum rent for the room is higher than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

Where the maximum rent for said room was originally established under paragraph (b) or (c) of section 4 of the Rent Regulation for Transient Hotels, Residential Hotels, Rooming Houses and Motor Courts, issued pursuant to the Emergency Price Control Act of 1942, as amended, or where the maximum rent is established under § 825.104 (c) or (d) and the landlord failed, due to his fault, to file a timely proper registration statement, the rent received for any rental period commencing on or after July 1, 1948, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order issued under paragraph (c) of this section. Such amount shall be refunded to the tenant within 30 days after the date of the issuance of the order, unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). The landlord shall have the

duty to refund only if the order under this section is issued in a proceeding commenced by the Expediter within 3 months after the date of filing of such registration statement.

(2) *Substantial deterioration.* There has been a substantial deterioration of the room other than ordinary wear and tear since the date or order establishing its maximum rent.

(3) *Decrease in space, services, furniture, furnishings or equipment.* There has been a decrease in the minimum services, furniture, furnishings or equipment required by § 825.103 since the date or order establishing the maximum rent or a substantial decrease in the living space since June 30, 1947.

(4) *Seasonal demand.* The maximum rent for the room is substantially higher than the rent at other times of year by reason of seasonal demand for such room. In such cases the Expediter's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(5) *Rent concession.* The rent on the date determining the maximum rent was established by a lease or other rental agreement for a period of occupancy of one or more years, which provided for a rent concession during such period of occupancy in the form of either a rent-free period or an abatement of rent.

(6) *Modification or elimination of necessity for increase under section 5 (a) (9) of the Hotel Regulation or paragraph (a) (9) of this section.* There has been a modification or elimination of the necessity for the increase in the maximum rent granted under section 5 (a) (9) of the "Hotel Regulation" or under paragraph (a) (9) of this section, since the order issued under either of said paragraphs.

(d) *Orders where facts are in dispute, in doubt, or not known.* If the maximum rent, or any other fact necessary to the determination of the maximum rent, or the living space, services, furniture, furnishings or equipment required to be provided with the accommodations, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Expediter at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact, or determining the living space, services, furniture, furnishings, and equipment required to be provided with the accommodations which order shall be effective to establish the maximum rent from July 1, 1947, or the date of first renting after July 1, 1947, whichever is applicable. If the Expediter is unable to ascertain such fact, or facts, he shall enter the order on the basis of the rent which he finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date and, where appropriate, may determine the living space, services, furniture, furnishings and equipment included in such rent.

(e) *Interim orders.* Where a petition is filed by a landlord on one of the grounds set out in paragraph (a) of this section, or a proceeding is initiated by the Expediter under paragraph (d), the Expediter may enter an interim order increasing or fixing the maximum rent

until further order, subject to refund by the landlord to the tenant of any amount received in excess of the maximum rent established by final order in such proceeding. The receipt by the landlord of any rent authorized by such interim order shall constitute an agreement by the landlord with the tenant to refund to the tenant any amount received in excess of the maximum rent established by final order. The landlord shall make such refund either by repayment in cash or, where the tenant remains in occupancy after the effective date of the final order, by deduction from the next installment of rent, or both.

(f) *Government housing.* Where the maximum rent for any room constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State, or any of its political subdivisions, and owned by any of the foregoing, is below the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, the owner of such room may with the consent of the Expediter increase the maximum rent to such generally prevailing rent by re-registering such accommodations at such generally prevailing rent.

For the purpose of this section, any corporation formed under the laws of a State shall not be considered an agency of the United States.

(g) *Adjustment to correct determinations of maximum rent.* The Expediter at any time on petition of the landlord or on his own initiative may enter an order adjusting the maximum rent where the maximum rent in effect on June 30, 1947, was established by an order issued under the rent regulations promulgated pursuant to the Emergency Price Control Act of 1942, as amended, and such order was based upon an erroneous determination of fact or law.

§ 825.106 *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of a room and any tenant shall permit such inspection of the room by the Expediter as he may from time to time require.

§ 825.107 *Registration and records—*
(a) *Registration statements—*(1) *Registration.* Every landlord of a room, subject to §§ 825.101 to 825.112, inclusive, rented or offered for rent shall file a written statement on the form provided therefor, containing such information as the Expediter shall require, to be known as a registration statement, unless a registration statement was heretofore filed in accordance with the provisions of section 7 of the "Hotel Regulation." For rooms rented on or before June 30, 1947, such registration statement shall be filed on or before July 10, 1947. Any maximum rent established after the "effective date of regulation" under paragraphs (b) or (c) of section 4 of the "Hotel Regulation" which has not been reported on the first registration statement shall be reported on or before July 10, 1947, either by amending a registration statement previously filed, or by filing a new registration statement. Any maximum rent established on or after July 1, 1947, which has not been reported on the first

registration statement shall be reported within ten days after such rent is established either by amending a registration statement previously filed or by filing a new registration statement.

(2) *Notice of change in identity of landlord.* Where, since the filing of a registration statement, there has been a change in the identity of the landlord, by transfer of title or otherwise, the new landlord shall file a notice of such change on a form provided for that purpose, to be known as a notice of change in identity, within fifteen days after the change or July 1, 1947, whichever is the later.

(3) *Notice to landlord.* Any notice, order or other process or paper directed to the person named on the registration statement as landlord at the address given thereon, or where a notice of change in identity has been filed, to the person named as landlord and at the address given in the most recent such notice, shall, under the circumstances prescribed in Revised Rent Procedural Regulation 1 (Part 840 of this chapter), constitute notice to the person who is then the landlord.

(4) *Registration where maximum rent formerly determined under section 4 (d) of the "Hotel Regulation."* The provisions of this section shall be applicable to any housing accommodations whose maximum rent was determined under section 4 (d) of the "Hotel Regulation" on its sale by the owning agency; and on or before July 10, 1947, or within ten days after the sale of such accommodations, whichever is the later, the new landlord shall file registration statements as provided in paragraph (a) (1) of this section: *Provided, however,* That if the housing accommodations are sold to the United States or a State of the United States or any of its political subdivisions, or any agency of the foregoing, the provision in the second paragraph of (b) of this section shall continue to be applicable.

(b) *Posting maximum rents.* On or before July 10, 1947, or within ten days after a maximum rent is established under § 825.104 (b), (c), (d), or (g), whichever is the later, every landlord shall post and thereafter keep posted conspicuously in each room rented or offered for rent a card or sign plainly stating the maximum rent or rents for all terms of occupancy and for all numbers of occupants for which the room is rented or offered for rent. Where the taking of meals by the tenant or prospective tenant is a condition of renting such room, the card or sign shall so state. Should the maximum rent or rents for the room be changed by order of the Expediter, the landlord within ten days after the effective date of the order shall alter the card or sign so that it states the changed rent or rents.

The foregoing provisions of this paragraph shall not apply to rooms whose maximum rents were established under section 4 (d) of the "Hotel Regulation." The owner of such rooms shall post a copy of the registration statement in a place where it will be available for inspection by the tenants of such rooms.

(c) *Receipt for amount paid.* No payment of rent need be made unless the

landlord tenders a receipt for the amount to be paid.

(d) *Rooms subject to rent schedule of War or Navy Department.* The provisions of this section shall not apply to rooms rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments for which the rent is fixed by the national rent schedule of the War or Navy Department.

(e) *Records.*—(1) *Existing records.* Every landlord of a room subject to §§ 825.101 to 825.112, inclusive, rented or offered for rent shall preserve, and make available for examination by the Expediter, all his existing records showing or relating to (i) the rent for each term and number of occupants for such room rented or regularly offered for rent during the thirty-day period determining the maximum rent for such room, (ii) the rent on any date determining a maximum rent for such room for a particular term and number of occupants under section 4 (c) of the "Hotel Regulation", (iii) rooms rented and offered for rent on a weekly and monthly basis during June 1943.

(2) *Record keeping.* Every landlord of an establishment containing more than 20 rooms subject to §§ 825.101 to 825.112, inclusive, rented or offered for rent, shall keep, preserve, and make available for examination by the Expediter, records showing the rents received for each room, the particular term and number of occupants for which such rents were charged, and the name and permanent address of each occupant; every other landlord shall keep, preserve, and make available for examination by the Expediter, records of the same kind as he has customarily kept relating to the rents received for rooms.

§ 825.108 *Evasion.*—(a) *General.* The maximum rents and other requirements provided in §§ 825.101 to 825.112, inclusive, shall not be evaded, either directly or indirectly in connection with the renting or leasing or the transfer of a lease of a room by requiring the tenant to pay or obligate himself for membership or other fees, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with the room, or by tying agreement, or otherwise.

(b) *Purchase of property as condition of renting.* Specifically, but without limitation on the foregoing, no person shall require a tenant or prospective tenant to purchase or agree to purchase furniture or any other property as a condition of renting rooms unless the prior written consent of the Expediter is obtained.

§ 825.109 *Enforcement.* Persons violating any provisions of §§ 825.101 to 825.112, inclusive, are subject to civil enforcement actions, and suits for treble damages as provided for by the Act.

§ 825.110 *Procedure.* All registration statements, reports and notices provided for by §§ 825.101 to 825.112, inclusive, shall be filed with the area rent office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Revised Rent Proce-

dural Regulation 1 (Part 840 of this chapter).

§ 825.112 *Adoption of orders.* All certificates and orders issued pursuant to sections 1 (b) (5), 1 (b) (6), 2 (b) (2), 2 (c) (3) and 2 (c) (5) of the "Hotel Regulation" which were in effect on June 30, 1947, shall be deemed to continue in effect under §§ 825.101 to 825.112, inclusive, unless and until revoked or modified by the Expediter.

Effective date. This Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments for the New York City defense-rental area shall become effective July 1, 1947. [Originally issued June 30, 1947.]

CONTROLLED ROOMS IN ROOMING HOUSES AND OTHER ESTABLISHMENTS IN MIAMI DEFENSE-RENTAL AREA

§ 825.121 *Definitions and scope of §§ 825.121 to 825.132, inclusive.* "Act" means the Housing and Rent Act of 1947, as amended.

"Expediter" means the Housing Expediter, or the Rent Director or such other person or persons as the Housing Expediter may appoint or designate to carry out any of the duties delegated to him by the act.

"Rent Director" means the person designated by the Expediter as director of the Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Expediter.

"Local Advisory Board" means a board created in a defense-rental area or a part thereof, the members of which are appointed by the Housing Expediter upon recommendations made by the Governor or as otherwise required by section 204 (e) of the Housing and Rent Act of 1947, as amended.

"Area Rent Office" means the Office of the Rent Director in the Defense-Rental Area.

"Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

"Housing accommodations" means any building structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

"Room" means a room or group of rooms, not constituting an apartment, rented or offered for rent as a housing accommodations unit in a rooming house, hotel, or other establishment. The term includes ground rented as trailer space.

"Services" includes repairs, decorating, and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and

any other privilege or facility connected with the use or occupancy of a room.

"Landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any room, or any agent of any of the foregoing.

"Tenant" includes a subtenant, lessee, sublessee, assignee or other person entitled to the repossession or to the use or occupancy of any room.

"Rent" means the consideration, including any bonus, benefit, or gratuity demanded or received for or in connection with the use or occupancy of a room or for the transfer of a lease of such room.

"Term of occupancy" means occupancy on a daily, weekly, or monthly basis.

"Rooming house" means, in addition to its customary usage, a building, or portion of a building other than a hotel or motor court in which a furnished room or rooms not constituting an apartment are rented on a short term basis of daily, weekly or monthly occupancy to more than two paying tenants, not members of the landlord's immediate family. The term includes boarding houses, dormitories, trailers not a part of a motor court, residence clubs and all other establishments of a similar nature, including tourist homes.

"Hotel" means any establishment which is commonly known as a hotel in the community in which it is located and which provides customary hotel services.

"Motor court" means an establishment renting rooms, cottages, or cabins, supplying parking or storage facilities for motor vehicles in connection with such renting and other services and facilities customarily supplied by such establishments, and commonly known as a motor, auto or tourist court in the community.

"Tourist home" means a rooming house which caters primarily to transient guests and is known as a tourist home in the community.

"Apartment" means a room or rooms providing facilities commonly regarded in the community as necessary for a self-contained dwelling unit, and of a class of accommodations customarily rented without variations in rent dependent on terms of occupancy and number of occupants: *Provided, however,* That a self-contained dwelling unit containing a kitchen and bath shall be deemed an apartment.

"Other establishments" means multiple unit establishments, other than hotels or rooming houses, containing more than two rooms (see definition of room) rented or offered for rent on a short time basis of daily, weekly or monthly occupancy.

"Maximum rent date" means September 1, 1943, the date established as the maximum rent date in the Miami Defense-Rental Area under the authority of the Emergency Price Control Act of 1942, as amended, and the regulations issued thereunder.

"Date determining maximum rent" means the date as of which a maximum rent was determined for any particular room in accordance with the Emergency Price Control Act of 1942, as amended, and the regulations issued thereunder, or under § 825.124 (b), (c), or (d) whichever is applicable.

"The 30-day period determining the maximum rent" means the period provided in the "Hotel Regulation" for determining, under section 4 (a) or (b) of that regulation, the maximum rent for any room.

"Effective date of regulation" means October 15, 1943, the effective date of the "Hotel Regulation," for the Miami Defense-Rental Area, except where the context indicates clearly to the contrary.

"Hotel Regulation" means the Rent Regulation for Transient Hotels, Residential Hotels, Rooming Houses, and Motor Courts for the Miami Defense-Rental Area in effect on June 30, 1947, issued under authority of and pursuant to the Emergency Price Control Act of 1942, as amended.

(a) *Rooms in rooming houses, hotels, and other establishments and Defense-Rental Area to which §§ 825.121 to 825.132, inclusive, apply.* Sections 825.121 to 825.132, inclusive, apply to all rooms in hotels, rooming houses, and other establishments in the Miami Defense-Rental Area, consisting of the County of Dade and the City of Hollywood and the Town of Hallandale in the County of Broward in the State of Florida, except as provided in paragraph (b) of this section. The Miami Defense-Rental Area is referred to hereinafter in §§ 825.121 to 825.132, inclusive, as the "Defense-Rental Area."

(b) *Decontrolled and exempted housing to which §§ 825.121 to 825.132, inclusive, do not apply—(1) Exempted housing.* Sections 825.121 to 825.132, inclusive do not apply to the following:

(i) *Farming tenants.* Rooms situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon.

(ii) *Service employees.* Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part or all of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part.

(iii) *Charitable or educational institutions.* Rooms in hospitals, or rooms of charitable or educational institutions used in carrying out their charitable or educational purposes.

(iv) *Entire structures.* Entire structures or premises, as distinguished from the rooms within such entire structures or premises.

(v) *Non-profit clubs.* Rooms in a bona fide club certified by the Expediter as exempt. The Expediter shall so certify if on written request of the landlord he finds that the club (a) is a non-profit organization and is recognized as such by written statement of the Bureau of Internal Revenue, (b) rents rooms only to members, bona fide guests of members, and members of bona fide clubs with which the club has reciprocal arrangements for the exchange of privileges, and (c) is otherwise operated as a bona fide club.

(vi) *College fraternity or sorority houses.* Rooms in a bona fide college fraternity or sorority house certified by the Expediter as exempt. The Expediter shall so certify if, on written request of the landlord, he finds that the fraternity or sorority is a bona fide organization

operated for the benefit of students and not for profit as a commercial or business enterprise. This exemption shall not apply when the rooms are rented to persons who are not members of the fraternity or sorority.

(vii) *Winter resort housing.* Rooms located in a resort community and customarily rented or occupied on a seasonal basis prior to October 15, 1943, the effective date of the "Hotel Regulation," which were not rented during any portion of the period beginning on June 1, 1946, and ending on September 30, 1946: *Provided, however,* That the Area Rent Director may by order extend the above exemption to controlled rooms otherwise qualified which were rented or offered for rent for a period of not in excess of two weeks during the above period.

This exemption shall be effective only from October 1 to May 31.

(2) *Decontrolled housing.* Sections 825.121 to 825.132, inclusive, do not apply to the following:

(i) *Rooms in hotels, motor courts, trailers and trailer spaces, tourist homes, and other establishments.* (a) Rooms in a hotel (see definition of hotel in this section) which on June 30, 1947, were occupied by persons to whom were provided customary hotel services such as maid service, furnishing and laundering of linen, telephone and secretarial or desk service, use and upkeep of furniture and fixtures, and bellboy services (not necessarily all the types of services named need be provided in all cases, as long as enough are provided to constitute customary hotel services usually supplied in establishments commonly known as hotels in the community where they are located); (b) rooms in establishments which were motor courts on June 30, 1947; (c) trailers and ground space rented for trailers; (d) rooms in any tourist home serving transient guests exclusively on June 30, 1947; and (e) rooms in other establishments (see definition of other establishments in this section) which are occupied by persons who are provided customary hotel services such as maid service, furnishing and laundering of linen, telephone and secretarial or desk service, use and upkeep of furniture and fixtures, and bellboy services.

Reporting requirements. Every landlord of rooms referred to in (a), (d), and (e) of this subdivision (i), who has not filed an application for decontrol prior to April 1, 1948, shall on or before June 1, 1948, file in the area rent office a report of decontrol of such accommodations on a form provided by the Expediter.

(ii) *Newly constructed rooms or converted rooms.* (a) Rooms the construction of which was completed on or after February 1, 1947, or which are additional accommodations created by conversion on or after February 1, 1947: *Provided, however,* That maximum rents established under the Veterans' Emergency Housing Act for priority constructed housing accommodations completed on or after February 1, 1947, shall continue in full force and effect if such accommodations are being rented to veterans of World War II or their immediate families who, on June 30, 1947, either (1) occu-

pied such housing accommodations, or (2) had a right to occupy such housing accommodations at any time on or after July 1, 1947, under any agreement whether written or oral; (b) rooms the construction of which was completed on or after February 1, 1945, and prior to February 1, 1947, and which between the date of completion and June 30, 1947, both dates inclusive, at no time were rented (other than to members of the immediate family of the landlord) as housing accommodations.

For the purposes of this subdivision (ii) the time at which construction of a room shall be deemed to be "completed" shall be the date on which the room is first suitable for occupancy and all utility and service connections have been made, except for the installation of such items and the completion of such decoration work as, in accordance with the custom of the community, are left for installation by, or to the choice of, the purchaser or the tenant; and the word "conversion" means (1) a change from non-housing to a housing use or (2) a structural change in a residential unit or units involving substantial alterations or remodeling and resulting in the creation of additional housing accommodations.

(iii) *Rooms not rented for two-year period.* Rooms which for any successive 24-month period during the period February 1, 1945, to March 30, 1948, both dates inclusive, were not rented (other than to members of the immediate family of the landlord) as individual rooms or as a part of a larger housing accommodation.

(iv) *Non-housekeeping furnished accommodations.* Non-housekeeping, furnished housing accommodations, located within a single dwelling unit not used as a rooming or boarding house, but only if no more than two paying tenants, not members of the landlord's immediate family live in such dwelling unit, and the remaining portion of such dwelling unit is occupied by the landlord or his immediate family. (See definition of rooming house in this section.)

(v) *Leased accommodations.* (a) Except as hereinafter provided in this subdivision (v), controlled rooms concerning which a landlord and tenant on or before December 31, 1947, voluntarily entered into a valid written lease in good faith and such lease took effect on or after July 2, 1947, but before January 1, 1948, and such lease by its terms expires on or after December 31, 1948, and provided for a rent not in excess of 15 percent above the maximum rent in effect prior to the effective date of such lease and a true and duly executed copy of such lease was filed with the Housing Expediter within 15 days after the date of execution thereof.

(b) Except as hereinafter provided in this subdivision (v), housing accommodations concerning which a landlord and tenant (including landlords and tenants who have executed leases in accordance with (a) of this subdivision (v) above and including any new tenant) on or before December 31, 1943, voluntarily entered into a valid written lease in good faith for a rent not in excess of 15 percent over the maximum rent which in the absence of a lease would be in effect with

respect thereto on March 30, 1948, plus or minus the amount of any adjustment under § 825.105, and such lease takes effect on or after April 1, 1948, and expires on or after December 31, 1949, and a true and duly executed copy of such lease is filed with the Expediter within 15 days after the date of execution of such lease.

Exceptions to (a) and (b) of this subdivision (v). All controlled rooms referred to in (a) of this subdivision (v) shall be subject to §§ 825.121 to 825.132, inclusive, unless the lease provides for the same living space, services, furniture, furnishings, and equipment with the controlled rooms as were required to be provided by §§ 825.121 to 825.132, inclusive, prior to the effective date of the lease.

All controlled rooms referred to in (b) of this subdivision (v) shall be subject to this regulation unless the lease provides for the same living space, services, furniture, furnishings, and equipment with the controlled rooms which in the absence of a lease would be required to be provided by §§ 825.121 to 825.132, inclusive, on March 30, 1948, plus or minus such living space, services, furniture, furnishings and equipment as have thereafter been added or removed and for which increase or decrease an order adjusting the maximum rent has been issued by the Expediter.

All controlled rooms referred to in (a) and (b) of this subdivision (v) shall be subject to §§ 825.121 to 825.132, inclusive, if the lease is terminated or expires on or after April 1, 1948, and before March 31, 1949, unless a subsequent lease entered into under the provisions of (b) of this subdivision (v) is in force.

Reporting requirements. A landlord shall file Form D-92—Registration of Lease—in triplicate with the true and duly executed copy of the lease required to be filed in (b) of this subdivision (v).

A landlord shall file a report in the Area Rent Office on a form provided by the Expediter, of any termination of a lease referred to in (a) or (b) of this subdivision (v) prior to the expiration date of the lease. Such report shall be filed within 15 days after such termination or 15 days after April 1, 1948, whichever is later.

(c) *Effect of §§ 825.121 to 825.132, inclusive, on leases and other rental agreements.* The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with §§ 825.121 to 825.132, inclusive.

(d) *Waiver of benefit void.* An agreement by the tenant to waive the benefit of any provision of §§ 825.121 to 825.132, inclusive, is void. A tenant shall not be entitled by reason of §§ 825.121 to 825.132, inclusive, to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of §§ 825.121 to 825.132, inclusive.

§ 825.122 *Prohibition—(a) Prohibition against higher than maximum rents.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall offer, demand, or receive any rent for or

in connection with the use or occupancy on and after July 1, 1947, of any room subject to §§ 825.121 to 825.132, inclusive, within the defense-rental area, higher than the maximum rents provided by §§ 825.121 to 825.132, inclusive; and no person shall solicit, attempt, or agree to do any of the foregoing. A reduction in the services, furniture, furnishings or equipment required under § 825.123 shall constitute an acceptance of rent higher than the maximum rent. Lower rents than those provided by §§ 825.121 to 825.132, inclusive, may be demanded or received.

(b) *Terms of occupancy.* (1) *Tenant not required to change term of occupancy.* No tenant shall be required to change his term of occupancy.

(2) *Term of occupancy during September 1943.* Where, during September 1943, a room was rented or offered for rent for a weekly or monthly term of occupancy, the landlord shall continue to offer the room for that term of occupancy except that he is not required to rent for that term more than the greatest number of rooms which were rented for the term at any one time during September 1943. However, if during the year ending on September 30, 1943, a landlord had regular and definite seasonal practices with reference to the renting of rooms on a weekly or monthly basis, he may request the Expediter to approve such practices. When approval is given the landlord shall offer rooms for rent for weekly and monthly terms of occupancy pursuant to the practices so approved. The Expediter may withdraw approval at any time if he finds that the landlord has failed to conform to such practices, or if he finds that the effects of the approval are inconsistent with the act or §§ 825.121 to 825.132, inclusive, or are likely to result in the circumvention or evasion thereof.

(3) *Request by tenant to change term of occupancy.* Any tenant on a daily or weekly term of occupancy shall on request be permitted by the landlord to change to a weekly or monthly term unless the landlord is then renting for such term a number of rooms equal to the number which he is required to rent for that term under subparagraph (2) of this paragraph. If the room occupied by such tenant was not rented or offered for rent for such term during September 1943, the landlord may transfer the tenant to a room, as similar as possible, which was so rented or offered for rent.

(4) *Orders where facts are in dispute, in doubt, or not known.* If the landlord's duty under subparagraph (2) of this paragraph, with reference to a room is in dispute, or in doubt, or not known, the Expediter, at any time on his own initiative may issue an order determining the necessary facts and establishing such duty; or, if the Expediter is unable to ascertain the necessary facts, he may issue an order pursuant to subparagraph (5) of this paragraph.

(5) *Orders determining terms of occupancy on basis of rental practices in comparable accommodations in the area.* Where subparagraph (2) of this paragraph does not require the offering of a room on a weekly or monthly basis, or where the Expediter is unable to

ascertain the facts necessary to establish the landlord's duty under that paragraph, he may at any time on his own initiative issue an order requiring the room to be offered for rent for a weekly or monthly term of occupancy, or both. The Expediter may issue such orders if he finds that, during a reasonable period prior to the time the proceeding hereunder is commenced, the room has been rented under circumstances which make appropriate the application of weekly or monthly rents. In determining whether the landlord shall be required to offer the room on a weekly basis, or on a monthly basis, or both, the Expediter will consider the practices which prevailed in the defense-rental area for similar accommodations during a reasonable period prior to the effective date of regulation.

Upon issuance of such an order, the room shall be offered for rent on a weekly or monthly basis, or both, as the order may require, for each number of occupants for which it is offered by the landlord for any other term of occupancy. A tenant of the room on a daily or weekly basis shall on request be permitted by the landlord to change to any term of occupancy which the landlord is required to offer pursuant to the order.

(c) *Security deposits—(1) General prohibition.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive or retain a security deposit for or in connection with the use or occupancy of any room subject to §§ 825.121 to 825.132, inclusive, within the defense-rental area, except as provided in this paragraph (c). The term "security deposit", in addition to its customary meaning, includes any prepayment of rent except payment in advance of the next periodic installment of rent for a period no longer than one month but shall not include rent voluntarily prepaid subsequent to possession by a tenant under a written lease for his own convenience.

(2) *Maximum rent established under section 4 (a) of the "Hotel Regulation."* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (a), no security deposit shall be demanded, received, or retained except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement in effect on the date determining the maximum rent.

(3) *Maximum rent established under section 4 (b) or (c) of the "Hotel Regulation"—(i) Renting prior to "effective date of regulation."* Where the maximum rent of the housing accommodations is or initially was established under said section 4 (b) or (c) by a renting prior to the effective date of regulation, no security deposit shall be demanded, received or retained except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement under which the accommodations were first rented or in any order heretofore or hereafter issued with reference to such security deposit.

Where such lease or other rental agreements provided for a security deposit, the Expediter at any time, on his own initiative or on application of the tenant, may order a decrease in the amount of such deposit or may order its elimination.

(ii) *Renting on or after "effective date of regulation."* Where the maximum rent of the housing accommodations is or initially was established under section 4 (b) or (c) of the "Hotel Regulation" by a renting on or after the effective date of regulation, no security deposit shall be demanded or received.

(4) *Maximum rent established under section 4 (d) or (f) of the "Hotel Regulation."* Where the maximum rent of the housing accommodation is or initially was established under said section 4 (d) or (f), no security deposit shall be demanded or received, except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) as provided in the lease or other rental agreement in effect on September 1, 1944. Where such accommodations are first rented after September 1, 1944, no security deposit shall be demanded, received, or retained.

(5) *Deposits to secure the return of certain movable articles.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may petition for an order authorizing the demand and receipt of a deposit to secure the return of movable articles. If the landlord shows that he has a special need therefor, the Expediter may enter an order authorizing a security deposit, not in excess of ten dollars to secure the return of the movable articles specified in the order.

(6) *Deposits based on prior rental practices.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may demand, receive, and retain, in the case of any rental agreement entered into on or after April 1, 1948, a security deposit, if said deposit does not exceed the rent for one month in addition to the otherwise authorized collection of rent in advance, if the demand, collection or retention of such a security deposit was an accepted rental practice, prior to January 30, 1942, in the area in which the premises are located, or was customarily required before that date by the same landlord in the renting of the particular controlled rooms involved, and if the tenant is allowed, under the terms of the rental agreement, to occupy the premises for the period covered by the security deposit without further payment of rent. Each area rent director shall determine the rental practice or practices, prior to January 30, 1942, with reference to such security deposits in the particular area or any portion thereof.

§ 825.123 *Minimum space, services, furniture, furnishings, and equipment.* Except as set forth in § 825.125 (b) or as otherwise provided in this section, every landlord, shall, as a minimum, provide with controlled rooms the same living space, services, furniture, furnishings, and equipment as he was required to provide by §§ 825.121 to 825.132, inclusive, on March 31, 1948.

Where the maximum rent is determined under § 825.124 (b) (1), the landlord shall, as a minimum, provide with the controlled rooms the same living space, services, furniture, furnishings, and equipment as he was required to provide by §§ 825.121 to 825.132, inclusive, prior to the effective date of the lease.

Where the maximum rent is determined under § 825.124 (b) (2), the landlord shall, as a minimum, provide with the controlled rooms the same living space, services, furniture, furnishings, and equipment as he would be required to provide by §§ 825.121 to 825.132, inclusive, in the absence of a lease on March 30, 1948, plus or minus such living space, services, furniture, furnishings and equipment as have thereafter been added or removed and for which increase or decrease an order adjusting the maximum rent has been issued by the Expediter.

§ 825.124 *Maximum rents.* This section establishes separate maximum rents for different terms of occupancy (daily, weekly or monthly) and numbers of occupants of a particular room. Maximum rents for rooms in a rooming house and for controlled rooms in hotels and other establishments (unless and until changed by the Expediter as provided in § 825.125) shall be:

(a) *Maximum rents in effect on June 30, 1947.* The maximum rents for any rooms under §§ 825.121 to 825.132, inclusive (unless and until changed by the Expediter as provided in § 825.125) shall be the maximum rents which were in effect on June 30, 1947, as established under the Emergency Price Control Act of 1942, as amended, and the applicable rent regulation issued thereunder, except as otherwise provided in this section.

(b) *Maximum rent on termination of lease.* (1) For controlled rooms concerning which a lease as described in § 825.121 (b) (2) (v) (a) was in effect, but is terminated on or after April 1, 1948, but before March 31, 1949, the maximum rent shall be the rent provided by the lease or the maximum rent which would have been in effect for said accommodations on March 30, 1948, in the absence of such lease, whichever is higher.

(2) For controlled rooms concerning which a lease as described in § 825.121 (b) (2) (v) (b) was in effect and is terminated before March 31, 1949, the maximum rent shall be the rent provided by the lease.

(c) *Maximum rents established on or after July 1, 1947.* For a room subject to §§ 825.121 to 825.132, inclusive, first rented or offered for rent on or after July 1, 1947, the rent for each term or number of occupants for which it is first offered for rent; if such room is thereafter offered for rent for other terms or number of occupants, the rents for which it is first offered for such other term and number of occupants. The landlord shall file a registration statement within ten days after any maximum rent is established under this section as provided in § 825.127. The Expediter may order a decrease in the maximum rent as provided in § 825.125 (c).

(d) *First rents for terms and number of occupants not covered by paragraph*

(a) *of this section.* For a room having a maximum rent in effect on June 30, 1947, rented for a particular term or number of occupants for which no maximum rent is established under paragraph (a) of this section, the first rent for the room on or after July 1, 1947, for that term and number of occupants, but not more than the maximum rent for similar rooms for the same term and number of occupants in the same establishment. The Expediter may order a decrease in the maximum rent as provided in § 825.125 (c).

(e) *Meals with room.* For a room with which meals were provided during the thirty-day period determining the maximum rent without separate charge therefor, the rent apportioned by the landlord from the total charge for the room and meals. The landlord's apportionment shall be fair and reasonable and shall be reported in the registration statement for such room. The Expediter at any time on his own initiative or on application of the tenant may by order decrease the maximum rent established by such apportionment, if he finds that the apportionment was unfair or unreasonable.

Every landlord who provides meals with accommodations shall make separate charges for the two. No landlord shall require the taking of meals as a condition of renting any room unless the room was rented or offered for rent on that basis on the maximum rent date.

(f) *Rooms subject to rent schedule of War or Navy Department.* Where rooms on June 30, 1947, are rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments for which the rent is fixed by the national rent schedule of the War and Navy Departments, and on or after July 1, 1947, the rents on such rooms cease to be governed by the national rent schedule of the War and Navy Departments, the maximum rents shall be those which would have been applicable under the appropriate subsection of section 4 of the "Hotel Regulation," or shall be established under § 825.124 (c).

(g) *Rent fixed by order of Expediter.* For a room for a particular term or number of occupants for which no maximum rent has been established under any other provision of §§ 825.121 to 825.132, inclusive, the rent fixed by order of the Expediter as provided in this paragraph (g).

The Expediter at any time on his own initiative or on petition of the landlord may enter an order fixing the maximum rent and specifying the minimum services for a room for a particular term or number of occupants for which no maximum rent has been established prior to issuance of the order under any other provision of §§ 825.121 to 825.132, inclusive. Such maximum rent shall be fixed on the basis of the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

(h) *Decontrolled maximum daily rents for controlled rooms.* Controlled rooms in establishments classified as hotels or tourist homes under section 7 of the "Hotel Regulation" permitted under and pursuant to section 4 (h) of said regula-

tion to be rented on June 30, 1947, for daily terms of occupancy free of the limitations imposed by said regulation, by reason of the landlord of such establishment having complied with the requirements of said section 4 (h) prior to June 30, 1947, including the proper filing of Form DH-DC, may continue to be rented for daily terms of occupancy free of the limitations imposed by §§ 825.121 to 825.132, inclusive.

§ 825.125 *Adjustments and other determinations.* This section sets forth specific standards for the adjustment of maximum rents. In applying these standards and entering orders increasing or decreasing maximum rents, the Expediter shall give full consideration to the correction of inequities in maximum rents and the purposes and provisions of the Housing and Rent Act of 1947, as amended.

In the circumstances enumerated in this section, the Expediter may issue an order changing the maximum rents otherwise allowable or the minimum space, services, furniture, furnishings or equipment required, except in cases where an order increasing or decreasing the maximum rent on the same facts and grounds was entered under the "Hotel Regulation" issued pursuant to the Emergency Price Control Act of 1942, as amended.

In making adjustments under this section, recommendations of local advisory boards shall be approved within 30 days if appropriately substantiated and in accordance with applicable law and regulations. If any recommendations cannot be acted upon within 30 days the board shall be notified in writing of the reasons therefor.

In those cases involving a major capital improvement, an increase or decrease in services, furniture, furnishings, or equipment, or a deterioration, the adjustment in the maximum rent shall be the amount the Expediter finds would have been on the maximum rent date the difference in the rental value of the housing accommodations by reason of such change: *Provided, however,* That no adjustment shall be ordered where it appears that the rent on the date or during the thirty-day period establishing the maximum rent was fixed in contemplation of and so as to reflect such change.

In all other cases, except those under paragraphs (a) (7), (9), (c) (4), and (5) of this section, the adjustment shall be on the basis of the rent which the Expediter finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date: *Provided,* That in cases under paragraph (a) (6) of this section the adjustment may be on the basis of the rental agreement in force during the thirty-day period determining the maximum rent, or the date establishing the maximum rent: *Provided, further,* That in cases under paragraphs (a) (3) and (c) (3) of this section involving an increase or decrease in living space, the adjustment shall be either the amount the Expediter finds would have been on the maximum rent date the difference in the rental value of the con-

trolled rooms by reason of such change or on the basis of the rent which the Expediter finds was generally prevailing in the defense-rental area for comparable controlled rooms on the maximum rent date, whichever is higher: *And provided, further,* That in cases under paragraph (g) of this section the adjustment shall be in the amount necessary to correct the error.

In cases involving construction, appropriate allowance shall be made for general increases in costs of construction in the defense-rental area since 1939.

In cases under paragraphs (a) (7), and (c) (4) of this section, the adjustment shall be on the basis of the rents which the Expediter finds were generally prevailing in the defense-rental area for comparable accommodations during the year ending on the maximum rent date.

In cases under paragraph (a) (3) of this section appropriate allowance shall be made for general increases in the costs of services, furniture, furnishings, or equipment in the defense-rental area since the maximum rent date.

In cases under paragraph (a) (9) of this section, the adjustment in the maximum rent shall be in the amount necessary to relieve the substantial hardship, which shall be the lesser of the following two amounts: the decrease in net income (before interest) or the increase in property taxes or operating costs.

In cases under paragraph (c) (5) of this section, the adjustment in the maximum rent shall be in the amount the Expediter finds warranted by the modification or elimination of the necessity for the increase in the maximum rent granted under paragraph (a) (9) of this section: *Provided,* That no decrease shall be ordered in an amount greater than the adjustment ordered under paragraph (a) (9) of this section.

In all cases under paragraph (a) of this section the adjustment in the maximum rent shall be effective as of the date of the filing of the landlord's petition.

(a) *Grounds for increase of maximum rents.* Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable only on the ground that:

(1) *Major capital improvement since maximum rent period.* There has been, since the period determining the maximum rent for the room under the "Hotel Regulation" or the date or order determining the maximum rent for the room, under either the "Hotel Regulation" or §§ 825.121 to 825.132, inclusive, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) *Change prior to maximum rent date.* There was, on or prior to the maximum rent date, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance or a substantial increase in services, furniture, furnishings or equipment, and the rent during the thirty-day period ending on the maximum rent date was fixed by a lease or other rental agreement which was in force at the time of such change or increase.

(3) *Substantial increase in space, services, furniture, furnishings or equipment.* There has been a substantial increase in the services, furniture, furnishings or equipment provided with the room since the period determining the maximum rent for the room under the "Hotel Regulation" or the date or order determining the maximum rent for the room under either the "Hotel Regulation" or §§ 825.121 to 825.132, inclusive, or a substantial increase in the living space since June 30, 1947.

(4) [Revoked.]

(5) [Revoked.]

(6) *Varying rents.* The maximum rent was established by a lease or other rental agreement which provided for a higher rent at other periods during the term of such lease or agreement.

(7) *Seasonal demand.* The maximum rent for the room is substantially lower than the rent at other times of year by reason of seasonal demand for such room. In such cases the Expediter's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(8) *Inequitable rents.* The rent on the date determining the maximum rent was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

(9) *Substantial hardship from increase in property taxes or operating costs.* Substantial hardship has resulted from a decrease in the net income (before interest) of the property for the current year as compared with a prior representative period, due to an unavoidable increase in property taxes or operating costs.

In proper cases increases in payroll and property taxes in effect on the date of the filing of the petition may be considered by the Expediter in determining whether substantial hardship exists.

For the purposes of this paragraph (a) (9) the terms:

(i) "Net income (before interest)" means the amount determined by subtracting unavoidable property taxes and operating costs actually paid or accrued from total income earned.

(ii) "Property taxes and operating costs" includes all expenses necessary to the operation and maintenance of the property actually paid or accrued and properly allocated including depreciation but excluding interest.

(iii) "Property" includes one or more structures operated as a single unit or enterprise.

(iv) "Total income earned" includes rental and other income earned from the property and the rental value of housing accommodations in the property occupied without the full payment of rent.

(v) "Current year" means (a) the most recent full calendar or fiscal year used by the landlord, or (b) any twelve-month period ending not more than 90 days prior to the filing of the petition: *Provided, however,* That the current year in all cases shall begin on or after the maximum rent date: *Provided, further,* That if allowance is requested for increases in payroll or property taxes not fully reflected in the "current year" as

defined above, at least one calendar month must have passed between the end of the current year and the beginning of the month in which the petition is filed.

(vi) "Prior representative period" means any period of two consecutive years prior to the "current year" but not beginning before January 1, 1939, which the Expediter finds to be representative of the property's normal operation: *Provided, however*, That where a representative period of two consecutive years is not available the Expediter in his discretion may for the purposes of this section accept a representative period of not less than one year.

(b) *Decrease in space, minimum services, furniture, furnishings or equipment.*

(1) *Requirements for Petition and Order, or Report.* The landlord shall, until the accommodations become vacant, maintain the minimum services, furniture, furnishings, equipment and living space as required under § 825.123, unless and until he has filed a petition to decrease the services, furniture, furnishings, equipment or living space and an order permitting a decrease has been entered therein. When the accommodations become vacant, the landlord may on renting to a new tenant decrease the services, furniture, furnishings, equipment or living space below the minimum; within 10 days after so renting the landlord shall file a written report with the area rent director showing such decrease.

(2) *Adjustment in maximum rent for decreases.* The order on any petition under this paragraph (b) may require an appropriate adjustment in the maximum rent; and any maximum rent for which a report is required by this paragraph (b) may be decreased in accordance with the provisions of paragraph (c) (3) of this section.

If the landlord fails to file the report required by this paragraph (b) within the time specified, or decreases the services, furniture, furnishings, equipment or living space without an order authorizing such decrease where such order is required, the rent received by the landlord for any rental period commencing on or after such decrease or July 1, 1947, whichever is the later, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order decreasing the maximum rent on account of such decrease in services, furniture, furnishings, equipment or living space. Such amount shall be refunded to the tenant within 30 days after the date of issuance of the order unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). If the Expediter finds that the landlord was not at fault in failing to comply with this paragraph (b), the order may relieve the landlord of the duty to refund.

(c) *Grounds for decrease of maximum rent.* The Expediter at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) *Rent higher than rent generally prevailing.* The maximum rent for the room is higher than the rent generally prevailing in the defense-rental area for

comparable housing accommodations on the maximum rent date.

Where the maximum rent for said room was originally established under paragraph (b) or (c) of section 4 of the Rent Regulation for Transient Hotels, Residential Hotels, Rooming Houses and Motor Courts, issued pursuant to the Emergency Price Control Act of 1942, as amended, or where the maximum rent is established under § 825.124 (c) or (d), and the landlord failed, due to his fault, to file a timely proper registration statement, the rent received for any rental period commencing on or after July 1, 1948, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order issued under paragraph (c) of this section. Such amount shall be refunded to the tenant within 30 days after the date of the issuance of the order, unless the refund is stayed in accordance with the provisions of Revised Rent Procedural Regulation 1 (Part 840 of this chapter). The landlord shall have the duty to refund only if the order under this section is issued in a proceeding commenced by the Expediter within 3 months after the date of filing of such registration statement.

(2) *Substantial deterioration.* There has been a substantial deterioration of the room other than ordinary wear and tear since the date or order establishing its maximum rent.

(3) *Decrease in space, services, furniture, furnishings, or equipment.* There has been a decrease in the minimum services, furniture, furnishings or equipment required by § 825.123 since the date or order establishing the maximum rent or a substantial decrease in the living space since June 30, 1947.

(4) *Seasonal demand.* The maximum rent for the room is substantially higher than the rent at other times of year by reason of seasonal demand for such room. In such cases the Expediter's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(5) *Modification or elimination of necessity for increase under section 5 (a) (9) of the Hotel Regulation or paragraph (a) (9) of this section.* There has been a modification or elimination of the necessity for the increase in the maximum rent granted under section 5 (a) (9) of the "Hotel Regulation" or under paragraph (a) (9) of this section, since the order issued under either of said paragraphs.

(d) *Orders where facts are in dispute, in doubt, or not known.* If the maximum rent, or any other fact necessary to the determination of the maximum rent, or the living space, services, furniture, furnishings or equipment required to be provided with the accommodations, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Expediter at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact, or determining the living space, services, furniture, furnishings, and equipment required to be provided with the accommodations which order shall be effective to establish the maximum rent from July 1, 1947, or the date of first rent-

ing after July 1, 1947, whichever is applicable. If the Expediter is unable to ascertain such fact, or facts, he shall enter the order on the basis of the rent which he finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date and, where appropriate, may determine the living space, services, furniture, furnishings and equipment included in such rent.

(e) *Interim orders.* Where a petition is filed by a landlord on one of the grounds set out in paragraph (a) of this section, or a proceeding is initiated by the Expediter under paragraph (d), the Expediter may enter an interim order increasing or fixing the maximum rent until further order, subject to refund by the landlord to the tenant of any amount received in excess of the maximum rent established by final order in such proceeding. The receipt by the landlord of any rent authorized by such interim order shall constitute an agreement by the landlord with the tenant to refund to the tenant any amount received in excess of the maximum rent established by final order. The landlord shall make such refund either by repayment in cash or, where the tenant remains in occupancy after the effective date of the final order, by deduction from the next installment of rent, or both.

(f) *Public housing.* Where the maximum rent for any room constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State, or any of its political subdivisions, and owned by any of the foregoing, is below the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, the owner of such room may with the consent of the Expediter increase the maximum rent to such generally prevailing rent by re-registering such accommodations at such generally prevailing rent.

For the purpose of this section, any corporation formed under the laws of a State shall not be considered an agency of the United States.

(g) *Adjustment to correct determinations of maximum rent.* The Expediter at any time on petition of the landlord or on his own initiative may enter an order adjusting the maximum rent where the maximum rent in effect on June 30, 1947 was established by an order issued under the rent regulations promulgated pursuant to the Emergency Price Control Act of 1942, as amended, and such order was based upon an erroneous determination of fact or law.

§ 825.126 *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of a room and any tenant shall permit such inspection of the room by the Expediter as he may from time to time require.

§ 825.127 *Registration and records—(a) Registration statements—(1) Registration.* Every landlord of a room, subject to §§ 825.121 to 825.132, inclusive, rented or offered for rent shall file a written statement on the form provided therefor, containing such information

as the Expediter shall require, to be known as a registration statement, unless a registration statement was heretofore filed in accordance with the provisions of section 7 of the "Hotel Regulation." For rooms rented on or before June 30, 1947, such registration statement shall be filed on or before July 10, 1947. Any maximum rent established after the "effective date of regulation" under paragraphs (b) or (c) of section 4 of the "Hotel Regulation" which has not been reported on the first registration statement shall be reported on or before July 10, 1947, either by amending a registration statement previously filed, or by filing a new registration statement. Any maximum rent established on or after July 1, 1947, which has not been reported on the first registration statement shall be reported within ten days after such rent is established either by amending a registration statement previously filed or by filing a new registration statement.

(2) *Notice of change in identity of landlord.* Where, since the filing of a registration statement, there has been a change in the identity of the landlord, by transfer of title or otherwise, the new landlord shall file a notice of such change on a form provided for that purpose, to be known as a notice of change in identity, within fifteen days after the change or July 1, 1947, whichever is the later.

(3) *Notice to landlord.* Any notice, order or other process or paper directed to the person named on the registration statement as landlord at the address given thereon, or where a notice of change in identity has been filed, to the person named as landlord and at the address given in the most recent such notice, shall, under the circumstances prescribed in Revised Rent Procedural Regulation 1 (Part 840 of this chapter) constitute notice to the person who is then the landlord.

(4) *Registration where maximum rent formerly determined under section 4 (d) of the "Hotel Regulation."* The provisions of this section shall be applicable to any housing accommodations whose maximum rent was determined under section 4 (d) of the "Hotel Regulation" on its sale by the owning agency; and on or before July 10, 1947, or within ten days after the sale of such accommodations, whichever is the later, the new landlord shall file registration statements as provided in paragraph (a) (1) of this section: *Provided, however,* That if the housing accommodations are sold to the United States or a State of the United States or any of its political subdivisions, or any agency of the foregoing, the provision in the second paragraph of paragraph (b) of this section shall continue to be applicable.

(b) *Posting maximum rents.* On or before July 10, 1947, or within ten days after a maximum rent is established under § 825.124 (b), (c), (d) or (g), whichever is the later, every landlord shall post and thereafter keep posted conspicuously in each room rented or offered for rent a card or sign plainly stating the maximum rent or rents for all terms of occupancy and for all numbers of occupants for which the room is rented or offered for rent.

Where the taking of meals by the tenant or prospective tenant is a condition of renting such room, the card or sign shall so state. Should the maximum rent or rents for the room be changed by order of the Expediter, the landlord within ten days after the effective date of the order shall alter the card or sign so that it states the changed rent or rents.

The foregoing provisions of this paragraph shall not apply to rooms whose maximum rents were established under section 4 (d) of the "Hotel Regulation." The owner of such rooms shall post a copy of the registration statement in a place where it will be available for inspection by the tenants of such rooms.

(c) *Receipt for amount paid.* No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

(d) *Rooms subject to rent schedule of Army or Navy Department.* The provisions of this section shall not apply to rooms rented to either Army or Navy personnel, including civilian employees of the Army and Navy Departments for which the rent is fixed by the national rent schedule of the Army or Navy Department.

(e) *Records—(1) Existing records.* Every landlord of a room subject to §§ 825.121 to 825.132, inclusive, rented or offered for rent shall preserve, and make available for examination by the Expediter, all his existing records showing or relating to (i) the rent for each term and number of occupants for such room rented or regularly offered for rent during the thirty-day period determining the maximum rent for such room, (ii) the rent on any date determining a maximum rent for such room for a particular term and number of occupants under section 4 (c) of the "Hotel Regulation", (iii) rooms rented and offered for rent on a weekly and monthly basis during September 1943.

(2) *Record keeping.* Every landlord of an establishment containing more than 20 rooms subject to §§ 825.121 to 825.132, inclusive, rented or offered for rent, shall keep, preserve, and make available for examination by the Expediter, records showing the rents received for each room, the particular term and number of occupants for which such rents were charged, and the name and permanent address of each occupant; every other landlord shall keep, preserve, and make available for examination by the Expediter, records of the same kind as he has customarily kept relating to the rents received for rooms.

§ 825.128 *Evasion—(a) General.* The maximum rents and other requirements provided in §§ 825.121 to 825.132, inclusive, shall not be evaded, either directly or indirectly in connection with the renting or leasing or the transfer of a lease of a room, by requiring the tenant to pay or obligate himself for membership or other fees, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with the room, or by tying agreement, or otherwise.

(b) *Purchase of property as condition of renting.* Specifically, but without limitation on the foregoing, no person shall

require a tenant or prospective tenant to purchase or agree to purchase furniture or any other property as a condition of renting rooms unless the prior written consent of the Expediter is obtained.

§ 825.129 *Enforcement.* Persons violating any provisions of §§ 825.121 to 825.132, inclusive, are subject to civil enforcement actions, and suits for treble damages as provided for by the act.

§ 825.130 *Procedure.* All registration statements, reports and notices provided for by §§ 825.121 to 825.132, inclusive, shall be filed with the area rent office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Revised Rent Procedural Regulation 1 (Part 840 of this chapter).

§ 825.132 *Adoption of orders.* All certificates and orders issued pursuant to sections 1 (b) (5), 1 (b) (6), 2 (b) (2), 2 (c) (3), and 2 (c) (5) of the "Hotel Regulation" which were in effect on June 30, 1947, shall be deemed to continue in effect under §§ 825.121 to 825.132, inclusive, unless and until revoked or modified by the Expediter.

Effective date. This Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments in the Miami Defense-Rental Area shall become effective July 1, 1947. [Originally issued June 30, 1947.]

APPENDIX—INTERPRETATIONS

LEASES MADE UNDER SECTION 204 (b) OF THE HOUSING AND RENT ACT OF 1947, AS AMENDED

The following is an interpretation of §§ 825.4 (b), 825.24 (b), 825.44 (b), and 825.64 (b) of the Controlled Housing Rent Regulations, as amended (Subpart A of this part); §§ 825.84 (b), 825.104 (b) and 825.124 (b) of the Rent Regulations for Controlled Rooms in Rooming Houses and Other Establishments, as amended (Subpart B of this part), and section 204 (b) of the Housing and Rent Act of 1947, as amended:

The Housing and Rent Act of 1947, as amended, provides in section 204 (b) that where a 1947 or 1948 lease is entered into in accordance with the provisions of that section, the housing accommodations covered by such lease shall not be subject, unless such lease is terminated on or after April 1, 1948, to any maximum rent established, or maintained, under the provisions of the act. This is a limited form of decontrol and means that while such lease continues in effect the rental agreement between the lessor and lessee is decontrolled as to the particular housing accommodations covered by the lease. Therefore, a subletting of a part or all of the leased premises by the tenant named in the lease is subject to the rent regulations, unless the subletting is in the form of a lease conforming to the requirements of section 204 (b) of the act.

For example: L leased an unfurnished house to T in accordance with section 204 (b) of the act on September 1, 1947, for the maximum rent of \$50 per month, plus 15 percent of such maximum rent, the lease

to expire on December 31, 1948. T, on December 1, 1947 sublet to S the entire unfurnished housing accommodations on a month-to-month basis. Although the renting from L to T remains free from control unless and until the lease is terminated on or after April 1, 1948, the subrenting between T and S remains subject to the rent regulations because that rental does not comply with the requirements of section 204 (b). The maximum rent between T and S is \$57.50 per month for the unfurnished housing accommodations. If T and S entered into a lease under section 204 (b) of the act the rent in such lease could be no more than \$57.50. If T added furniture to the accommodations, and no 204 (b) lease has been entered into with S, he could obtain an adjustment for the difference in rental value of the furniture under § 825.5 (a) (3) of the rent regulation.

Where a 1947 lease was terminated prior to April 1, 1948, the housing accommodations covered by the lease are decontrolled, but, also, in a limited sense only. The Housing Expediter may not establish a maximum rent for the particular accommodation covered by the lease. A rental of any part of the leased accommodations for which a maximum rent was in effect at the time of the execution of the lease continues subject to the rent regulations.

Example 1: L leased a house to T on August 1, 1947 in accordance with section 204 (b) of the act, which lease expires on December 31, 1948. On January 15, 1948, the lease was terminated by mutual agreement and since no maximum rent had been established for any portion of the accommodation, the house is decontrolled, and L or any subsequent owner could rent the whole or any part of the house free from control.

Example 2: L leased a two-family house to T on August 1, 1947 in accordance with section 204 (b) of the act, which lease expires on December 31, 1948. At the time of the execution of the lease, the maximum rent for the entire structure was \$100 a month and the maximum rent for each apartment was \$55 a month. On January 15, 1948, the lease between L and T was terminated. A rental of the entire structure would thereafter be free from control, whereas the rental of either apartment would remain subject to control.

Where a 1947 or a 1948 lease is terminated on or after April 1, 1948, the renting of the housing accommodation covered by the lease is subject to the regulations.

The termination of a lease under the Housing and Rent Act of 1947, as amended, includes a modification of the lease, even though the modification may not effect a termination of the lease at local law. That is to say that so far as the federal law is concerned the premises are no longer subject to a Federal Statutory Lease, although the modified lease may remain in effect under State law.

For example: L entered into a lease on December 1, 1947, for the maximum rent of \$50 per month, plus an increase of 15 percent of such maximum rent, with an expiration date of December 31, 1948, and filed said lease with the area rent office within 15 days of the date of its execution, and on May 1, 1948, L and T modified the lease by a mutual agreement under which L installed an electric refrigerator to replace the ice-box for an additional rental of \$5 per month. The lease would be deemed terminated under the Housing and Rent Act of 1947, as amended, because of this modification, although the modified lease might remain in effect under

State law. The housing accommodations would, therefore, be recontrolled and the maximum rent would be \$57.50.¹ The landlord may petition for an increase in the maximum rent because of the installation of the refrigerator.

Assume the modification to have been prior to April 1, 1948. The housing accommodation leased in the above example would not be recontrolled on or after April 1, 1948. The entire housing accommodation would remain free from control and L, or any subsequent owner, would be permitted to rent the whole accommodation, or any part of the accommodation for which there was no controlled rent, free from control. If on May 1, 1948, the individual rooms in the house are rented for the first time, the rental of such rooms is not controlled. [Issued June 21, 1948.]

DECONTROL OF ACCOMMODATIONS IN HOTELS

The following is an interpretation of section 202 (c) (1) of the Housing and Rent Act of 1947, as amended, and of paragraph (b) (2) (i) (a) of §§ 825.81, 825.101 and 825.121 of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments, as amended (Subpart B of this part), and paragraph (b) (2) (i) (a) of §§ 825.1, 825.21, 825.41, and 825.61 of the Controlled Housing Rent Regulation (Subpart A of this part).

Section 202 (c) (1) of the Housing and Rent Act of 1947, as amended, reads as follows:

Sec. 202. As used in this title:

(c) The term "controlled housing accommodations" means housing accommodations in any defense-rental area, except that it does not include:

(1) Those housing accommodations, in any establishment which is commonly known as a hotel in the community in which it is located, which are occupied by persons who are provided customary hotel services such as maid service, furnishing and laundering of linen, telephone and secretarial or desk service, use and upkeep of furniture and fixtures, and bellboy services.

§ 825.81 (b) (2) (i) (a) of the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments, as amended, reads as follows:

(2) *Decontrolled housing to which §§ 825.81 to 825.92, inclusive, do not apply.* Sections 825.81 to 825.92, inclusive, do not apply to the following:

(i) *Rooms in hotels, motor courts, trailers and trailer spaces, tourist homes, and other establishments.* (a) Rooms in a hotel (see definition of hotel in § 825.81) which on June 30, 1947, were occupied by persons to whom were provided customary hotel services such as maid service, furnishing and laundering of linen, telephone and secretarial or desk service, use and upkeep of furniture and fixtures, and bellboy services (not necessarily all the types of services named need be provided in all cases, as long as enough are provided to constitute customary hotel services usually supplied in establishments commonly known as hotels in the community where they are located).

(The provisions of § 825.81 (b) (2) (i) (a) are also contained in paragraph (b) (2) (i) (a) of §§ 825.101 and 825.121.)

¹ By regulation, upon termination of a 1947 lease on or after April 1, 1948, the maximum rent is the rent provided in the lease or the maximum rent which would have been in effect on March 30, 1948 in the absence of a lease, whichever is higher.

Section 825.1 (b) (2) (i) (a) of the Controlled Housing Rent Regulations, as amended, reads as follows:

(2) *Decontrolled housing to which §§ 825.1 to 825.12, inclusive, do not apply.* Sections 825.1 to 825.12, inclusive, do not apply to the following:

(i) Accommodations in hotels, motor courts, trailers and trailer spaces, and tourist homes. (a) Housing accommodations in a hotel (see definition of hotel in § 825.1) which on June 30, 1947, were occupied by persons to whom were provided customary hotel services such as maid service, furnishing and laundering of linen, telephone and secretarial or desk service, use and upkeep of furniture and fixtures, and bellboy services (not necessarily all the types of services named need be provided in all cases as long as enough are provided to constitute customary hotel services usually supplied in establishments commonly known as hotels in the community where they are located).

(The provisions of § 825.1 are also contained in paragraph (b) (2) (i) (a) of §§ 825.21, 825.41, and 825.61.)

The term "hotel" is defined in the first section of the Rent Regulations as follows:

"Hotel" means any establishment which is commonly known as a hotel in the community in which it is located and which provides customary hotel services.

This interpretation is not intended to apply to the decontrol status of housing accommodations in hotels under the Housing and Rent Act of 1947 prior to its amendment by the Housing and Rent Act of 1948, which latter act became effective April 1, 1948.

1. *Meaning of the word "hotel."* Based upon the intent of Congress as expressed in the legislative history of the Housing and Rent Act of 1948, the word "hotel" as used in the act and the regulations is interpreted to mean those establishments which on June 30, 1947, the effective date of the Housing and Rent Act of 1947, were commonly known as hotels in the community in which they were located, and which provided occupants of housing accommodations therein with customary hotel services. The word "hotel" is interpreted to include all types of hotels, such as transient hotels, residential hotels, apartment hotels, or family hotels.

From the same legislative history it is clear that Congress did not intend to exempt from control housing accommodations in establishments which on June 30, 1947 were not commonly known as hotels in the community in which they were located, but were known as apartment houses, apartments, rooming houses, and boarding houses.

There is no all-embracing definition of the words "commonly known" as used in the act and regulations to describe an establishment in which housing accommodations may be exempt from control under section 202 (c) (1). Each decision must be based upon the test as to whether the particular establishment on June 30, 1947 was commonly known as a hotel in the community in which it is located. This is to be determined not only by the estimate, or general regard of the establishment as such by inhabitants of the community, but also by the presence or absence on that date of customary hotel services, par-

ticularly the three basic services hereinafter referred to.

2. *Accommodations to which the act applies.* The decontrol provisions of section 202 (c) (1) of the act apply to housing accommodations in a hotel rather than to the entire establishment in which they are located. These accommodations include any living units within a hotel, such as rooms, suites of rooms, or apartments.

3. *Test date for decontrol determination.* The test date for determining decontrol is June 30, 1947, the effective date of the Housing and Rent Act of 1947, and the exemption provided by the act and regulation is effective only for those housing accommodations meeting the requirements for decontrol on that date. If a housing accommodation meets the test as of June 30, 1947, it will not be subject to control by reason of any decrease in services after such date. If a housing accommodation does not meet the test as of June 30, 1947, it is not decontrolled even though some of the customary services which were not provided on that date were subsequently provided.

4. *Meaning of "customary hotel services".* An establishment is not considered a hotel under the regulations unless on June 30, 1947 it provided its occupants with the customary hotel services, or such services were available to them. An individual accommodation in a hotel is not decontrolled under the act and regulations unless on that date the occupant was provided with customary hotel services, or such services were available to the occupant.

The question as to what constitutes customary hotel services depends upon the size and type of hotel under consideration and the custom in the community as to that size and type of hotel.

In large hotels, for example, of both transient and other types, customary hotel services usually include all of the five services mentioned in the act, whereas customary hotel services for smaller hotels may be limited to the three basic services hereinafter referred to. Also, it is usually customary for large hotels of the transient type to provide separate bellboy service 24 hours daily. On the other hand, in some smaller transient hotels it may be customary to provide bellboy service for less than 24 hours, or it may be customary for the same person to serve as registration clerk and bellboy, or for bellboy service to be supplied by the elevator operator. Furthermore, in large transient hotels it is usually customary to provide daily maid and linen service. On the other hand, in some types of residential, apartment, or family hotels it may be customary to provide these services less frequently.

In general, however, it may be said that an establishment will not be commonly known as a hotel in the community unless it provided or made available to the occupants of its accommodations on June 30, 1947 the three basic services; namely, maid service, furnishing and laundering of linen, and use and upkeep of furniture and fixtures, and that generally an individual accommodation in a hotel is not decontrolled unless the occupant thereof on June 30, 1947 was provided with these three basic serv-

ices, or such services were made available to him on that date. In only rare instances would an accommodation be decontrolled if any of the three basic services were not provided on June 30, 1947.

5. *Meaning of the word "provided" as used in the act and regulations.* The legislative history of the act also makes it clear that Congress did not intend that the customary services be actually received by the occupant on June 30, 1947 in order to make such units eligible for decontrol. An accommodation is eligible for decontrol if on such date the customary services were made available to the occupant with, or without, extra charge.

To have been available on June 30, 1947, the services must have been actually present or maintained by the hotel for the immediate use of the occupant or, in other words, "available" means on hand for use at tenants' option.

For example: Assume that on June 30, 1947, an establishment commonly known as a hotel in the community contained one hundred living units to which furniture service, telephone, secretarial or desk service and bellboy service were provided. On such date the hotel charged \$5.00 a week for daily maid service and \$3.00 a week for daily change of linen, but the use of both maid service and linen service was optional. Occupants of fifteen units elected to receive linen service but not maid service, and in ten units the occupants did not use either maid or linen service. In such case the entire one hundred units would be decontrolled, as furniture service was provided to all units on June 30, 1947, and on the same date the remaining customary services were available to all occupants. Maid service and linen service would be considered available when an occupant could have obtained such services from the hotel management with or without extra charge above the rent in effect on such date.

In most instances, any accommodation which was rented unfurnished on June 30, 1947, would remain under control even though located in an establishment commonly known as a hotel in the community. The exception to the rule would be the case where furniture was available for an accommodation on that date, with or without extra charge, but the occupant preferred to supply his own furniture.

If, for example, on June 30, 1947, an establishment commonly known as a hotel in the community contained two hundred accommodations which provided all the customary hotel services except that one hundred of such units were rented furnished and the other hundred unfurnished, and on that date sufficient furniture was in possession of the hotel to furnish 20 of the unfurnished accommodations, a maximum of 120 units would be decontrolled, and a minimum of 80 unfurnished units would continue under control. The one hundred furnished units would be decontrolled and those of the 100 unfurnished units for which furniture was available on June 30, 1947, would also be decontrolled. [Issued July 1, 1948.]

DECONTROL OF CERTAIN CLASSES OF HOUSING ACCOMMODATIONS

The following is an interpretation of those provisions of the Rent Regulations and of the Housing and Rent Act of 1947, as amended, which provide for decontrol

of the classes of housing accommodations listed below. The rent regulation provisions interpreted herein are contained in paragraph (b) (2) of §§ 825.1, 825.21, 825.41 and 825.61 of the Controlled Housing Rent Regulations, as amended (Subpart A) and paragraph (b) (2) of §§ 825.81, 825.101, and 825.121 of the Rent Regulations for Controlled Rooms in Rooming Houses and Other Establishments, as amended (Subpart B). The provisions of the Housing and Rent Act of 1947, as amended, which are interpreted herein are sections 202 (c) (2), 202 (c) (3) and 202 (c) (4). The classes of housing accommodations covered by this interpretation are the following:

- I. Tourist homes.
- II. Motor courts.
- III. Trailers and ground space rented for trailers.
- IV. Newly constructed housing accommodations completed on or after February 1, 1947.
- V. Additional housing accommodations created by conversion on or after February 1, 1947.
- VI. Housing accommodations not rented for any successive 24-month period between February 1, 1945, and March 30, 1948.
- VII. Newly constructed housing accommodations completed between February 1, 1945, and January 31, 1947, and not rented until after June 30, 1947.
- VIII. Non-housekeeping furnished accommodations located in a single dwelling unit.

I. *Tourist homes—1. Provision of regulations.* Paragraph (b) (2) of §§ 825.1, 825.21, 825.41, 825.61, 825.81, 825.101 and 825.121 of the regulations provides for decontrol of housing accommodations in any tourist home serving transient guests exclusively on June 30, 1947. A decontrol provision on tourist homes has been included in the regulations since July 1, 1947, based upon section 202 (c) (2) of the Housing and Rent Act of 1947 which became effective on that date. The act as amended April 1, 1948, made no change in this provision.

2. *Test date for decontrol; June 30, 1947.* The test date for decontrol of housing accommodations in tourist homes is and has been June 30, 1947. If on June 30, 1947, an establishment was a tourist home and served transient guests exclusively, all housing accommodations in that establishment are decontrolled, and this decontrol continues regardless of any change in facts or rental practices since June 30, 1947. Likewise, if on June 30, 1947, an establishment failed to meet the definition of a tourist home, or was a tourist home which did not rent to transient guests exclusively, then the housing accommodations in that establishment are not decontrolled under the "tourist home" decontrol provision, and no subsequent change in facts or rental practices would cause them to become decontrolled by virtue of that provision.

3. *Partial decontrol.* There is no partial decontrol in the case of tourist homes. In order for any of the housing accommodations in a tourist home to be decontrolled, all the housing accommodations in the tourist home which were available for rent on June 30, 1947, must have been rented or offered for rent to transient guests on that date. For example, if only one of all the rooms was

rented to a permanent guest on June 30, 1947, all the rooms in that tourist home are controlled housing accommodations.

This does not necessarily mean that there can be no decontrol where a tourist home was operated in only part of an entire structure. For example, where there was a two-family house, of which one dwelling unit was rented on a permanent basis and the other was operated as a tourist home, the latter unit comprised the tourist home. In such case, if all the accommodations in the tourist home unit which were available for rent on June 30, 1947, were rented or offered for rent to transient guests on that date, all such accommodations are decontrolled.

4. *Exemption of daily rates under old hotel regulation.* Paragraph (h) of §§ 825.84, 825.104, and 825.124 of the Rooming House Regulations continues in effect all exemptions of daily rates in tourist homes which were established under section 4 (k) of the "hotel regulation" issued pursuant to the Emergency Price Control Act of 1942, as amended.

II. *Motor courts*—1. *Provision of regulations.* Paragraph (b) (2) of §§ 825.1, 825.21, 825.41, 825.61, 825.81, 825.101, and 825.121 of the Regulations provides for decontrol of housing accommodations in establishments which were motor courts on June 30, 1947. A decontrol provision on motor courts has been included in the regulations since July 1, 1947, based upon section 202 (c) (2) of the Housing and Rent Act of 1947 which became effective on that date. The act as amended April 1, 1948, made no change in this provision.

2. *Test date for decontrol; June 30, 1947.* The test date for decontrol of housing accommodations in motor courts is and has been June 30, 1947. If on June 30, 1947, an establishment was a motor court, all the accommodations in the establishment are decontrolled, and this decontrol continues regardless of any change in facts or rental practices since June 30, 1947. Likewise, if on June 30, 1947, an establishment failed to meet the definition of a motor court, then the housing accommodations in that establishment are not decontrolled under the "motor court" decontrol provision and no subsequent change in facts or rental practices would cause them to become decontrolled by virtue of that provision.

3. *Partial decontrol.* There is no partial decontrol in the case of motor courts. If an establishment was a motor court on June 30, 1947, all the housing accommodations in that establishment are decontrolled, including trailers and trailer spaces which were attached to and operated as part of the motor court.

III. *Trailers and ground space rented for trailers*—1. *Provision of regulations.* Paragraph (b) (2) of §§ 825.1, 825.21, 825.41, 825.61, 825.81, 825.101, and 825.121 of the regulations provides for decontrol of housing accommodations located in trailers and ground space rented for trailers.

This decontrol provision first became effective on January 5, 1948, when it was added by amendment of the regulations. The Housing and Rent Act of 1947 did not provide for decontrol of trailers and

trailer spaces. However, the act as amended April 1, 1948, changed section 202 (c) (2) of the act to provide for decontrol of any trailer or trailer space, thus confirming the action previously taken by amendment of the regulations on January 5, 1948.

2. *Trailers operated as part of motor court.* Even prior to January 5, 1948, when trailers and trailer spaces as such were still under control, it had been held by interpretation that trailers and trailer spaces were decontrolled if they were attached to and operated as part of a motor court.

IV. *Newly constructed housing accommodations completed on or after February 1, 1947*—1. *Provision of regulations.* Paragraph (b) (2) of §§ 825.1, 825.21, 825.41, 825.61, 825.81, 825.101, and 825.121 of the regulations provides for decontrol of housing accommodations, the construction of which was completed on or after February 1, 1947. This decontrol provision, however, does not apply to maximum rents established under the Veterans' Emergency Housing Act of 1946 for priority constructed housing accommodations if, and only during such time as, they are being rented to veterans of World War II or their immediate families who either:

a. Occupied such housing accommodations on June 30, 1947, or

b. Had a right on June 30, 1947, under a written or oral agreement, to occupy such housing accommodations at any time on or after July 1, 1947.

Such a decontrol provision has been included in the Regulations since July 1, 1947, based upon section 202 (c) (3) of the Housing and Rent Act of 1947 which became effective on that date. The act as amended April 1, 1948, made no change in this provision.

2. *Definition of when construction is "completed".* The regulations provide that for purposes of this provision, construction is deemed to be "completed" when the dwelling is first suitable for occupancy and all services and utility connections have been made, except for the installation of such items and the completion of such decoration work as, in accordance with the custom of the community, are left for installation by or to the choice of the purchaser or tenant.

3. *Repair or rehabilitation of damaged structures.* Where a structure which has been damaged by fire or otherwise is repaired or rehabilitated on or after February 1, 1947, a question of fact is presented as to whether new housing accommodations have been created by construction (in which event they would be decontrolled), or whether the previously existing housing accommodations have merely been repaired or rehabilitated (in which event they would not be decontrolled). Of course there may be cases in which some units in a structure are newly constructed, while other units in the same structure are merely repaired or rehabilitated. In such cases, the newly constructed units are decontrolled, while the other units remain under control.

The mere fact that the damage was so extensive as to render housing accommodations uninhabitable, forcing tenants

to vacate, does not necessarily establish that the units, after completion of the repair or rehabilitation work, are eligible for decontrol.

V. *Additional housing accommodations created by conversion on or after February 1, 1947*—1. *Provision of regulations.* Paragraph (b) (2) of §§ 825.1, 825.21, 825.41, 825.61, 825.81, 825.101, and 825.121 of the regulations provides for decontrol of additional housing accommodations created by conversion on or after February 1, 1947. This decontrol provision, however, does not apply to maximum rents for priority constructed housing under the conditions stated in IV, 1 above.

Such a decontrol provision has been included in the Regulations since July 1, 1947, based upon section 202 (c) (3) of the Housing and Rent Act of 1947 which became effective on that date. The act as amended April 1, 1948, made no change in this provision.

2. *Definition of "Conversion".* The regulations provide that for purposes of this provision the "word 'conversion'" means (1) a change in a structure from a non-housing to a housing use, or (2) a structural change in a residential unit or units involving substantial alterations or remodeling and resulting in the creation of additional housing accommodations.

3. *"Completion" of construction not an element in conversion cases.* It should be noted that, whereas newly constructed housing accommodations are decontrolled if construction was "completed" on or after February 1, 1947, decontrol in the case of a conversion occurs only if additional housing accommodations were created by the conversion on or after that date. There is a substantial difference between these two concepts. For example, where the conversion resulted in additional housing accommodations which were occupied prior to February 1, 1947, they would not be decontrolled even though additional work was done on or after that date. The test is not whether the additional housing accommodations were "completed" prior to February 1, 1947, but whether they were created prior to that date.

4. *Requirement of structural change involving substantial work.* In order for decontrol to occur by reason of conversion of previously existing housing accommodations, there must be a structural change involving substantial alterations or remodeling. For example, if a single family residence is divided into two units merely by a locking of doors and renting to two separate tenants, decontrol does not result.

5. *Requirement that additional housing accommodations result from the alterations or remodeling.* Where there has been a structural change involving substantial alteration or remodeling, decontrol occurs only if additional housing accommodations result from this work. This determination is made with respect to the dwelling unit or dwelling units which are necessarily involved in the creation of additional housing accommodations.

Examples: A vacant structure contains two 6-room apartments, each containing a kitchen and a bathroom. Subsequent to February 1, 1947, the landlord made struc-

tural changes in one apartment involving substantial alterations and remodeling. He converts the apartment into two apartments by adding a kitchen and a bath to two of the rooms and separating this apartment from the remaining four rooms (including kitchen) and bath. The other 6-room apartment was not involved in the conversion. The 4- and 3-room apartments are considered additional housing accommodations created by conversion and decontrolled, while the 6-room apartment remains under control.

6. *Basis for determining whether additional housing accommodations have been created.* In determining whether additional housing accommodations have been created, the primary test is not whether there are more tenants in occupancy than before the conversion, nor whether there is more floor space. The determination is made by comparing the number of dwelling units before and after the conversion. For example: There was a 12-room vacant house which was structurally designed for single family occupancy, but which was occupied by the owner and six roomers. Subsequent to February 1, 1947, this house was converted into four individual apartments, each with its own kitchen and bath facilities. All four apartments are decontrolled.

NOTE: In the cases cited in paragraphs 5 and 6 above, the conversion took place when the accommodations were vacant. Different considerations are involved in cases where the conversion takes place while a tenant remains in occupancy. Such exceptional cases require individual treatment and are not discussed in this interpretation.

VI. *Housing accommodations not rented for any successive twenty-four month period between February 1, 1945, and March 30, 1948—1. Provision of regulations.* Paragraph (b) (2) (iii) of §§ 825.1, 825.21, 825.41, 825.61, 825.81, 825.101, and 825.121 of the regulations provides for decontrol of housing accommodations which were not rented as such for any successive 24-month period between February 1, 1945, and March 30, 1948 (both dates inclusive), other than to members of the landlord's immediate family.

The Housing and Rent Act of 1947, effective July 1, 1947, contained a decontrol provision which was the same as the present one, except that it covered only housing accommodations which were not rented at any time between February 1, 1945, and January 31, 1947, other than to members of the immediate family of the occupant. The act as amended to April 1, 1948, extended this decontrol provision to cover housing accommodations which were not rented during any successive 24-month period between February 1, 1945, and March 30, 1948, other than to members of the landlord's immediate family.

2. *Removal of house to new location.* If housing accommodations were rented during the two-year period, and were physically moved to a new location after expiration of the two-year period, they are not decontrolled. The removal of a house to a new location does not change the fact that the particular house had been rented during the two-year period. Of course, a new maximum rent should be established under paragraph (c) of

§§ 825.4, 825.24, 825.44, 825.64, 825.84, 825.104, and 825.124 of the regulations, by reason of the new location, which would be subject to reduction on the basis of comparability.

3. *Rental of only part of house during two-year period.* Where only part of a house was rented during the two-year period and the portion that was rented constituted less than a predominant part of the entire house (predominance being determined on a space basis), the portion that was rented is not decontrolled. However, if the entire house is subsequently rented, as one unit, it is decontrolled and likewise the rental of any portion of the house which was not rented during the two-year period is also decontrolled.

Where only a part of a house was rented during the two-year period, and the portion that was rented constituted the predominant part of the entire house, there is no decontrol of either the entire house or of any portion that was rented during the two-year period.

4. *Rental of entire house or structure as such during two-year period.* Where, during the two-year period, an entire house was rented to a tenant as a residence, there is no decontrol either on a rental of the entire house or on a separate renting of any portion of the house. This is because the entire house, including every portion thereof, was rented during the two-year period.

Where, during the two-year period, an apartment structure was rented as such to a master tenant who occupied one of the apartments himself and sublet the other apartments to tenants, the apartment occupied by the master tenant as well as the other apartments, are not decontrolled. This is because the apartment occupied by the master tenant was rented during the two-year period as part of the underlying lease of the entire structure. The other apartments, of course, were rented both as part of the underlying lease and separately by the master tenant.

5. *Occupancy by landlord as condition for decontrol.* Under the Housing and Rent Act of 1947 and the regulations in effect prior to April 1, 1948, where entire housing accommodations were rented during the two-year period to members of the landlord's immediate family, there was no decontrol. This is because the landlord was not an "occupant" of the housing accommodations in question, and the 1947 act and regulations provided for decontrol in such cases only if the renting was to members of the immediate family of the "occupant." This does not apply on and after April 1, 1948, because the act and regulations as amended April 1, 1948, provide for decontrol in such cases if the housing accommodations were rented to members of the immediate family of the "landlord." Occupancy by the landlord of part of the housing accommodations is no longer required as a condition of decontrol.

6. *Occupancy by tenants in common during two-year period.* In any case where during the two-year period housing accommodations were owned by two or more individuals as tenants in common, and were occupied during that

period by one or more of those individuals by virtue of their status as tenants in common, the housing accommodations are decontrolled. In other words, the relationship between tenants in common is not a landlord-tenant relationship, so that in such cases the housing accommodations have not been "rented".

7. *Occupancy by seller as part of purchase contract during two-year period.* Where a purchaser of housing accommodations, as part of a purchase contract, permits the seller to remain in possession for a limited period of time, this constitutes a "renting." Where, however, the local courts have ruled that this type of occupancy does not involve a landlord-tenant relationship, and the parties acted in reliance upon the decision of the court, the question of decontrol of the particular housing accommodations is left for decision by the local courts.

8. *Occupancy during two-year period by sole stockholder of corporation.* Where during the two-year period there was occupancy by the sole stockholder of a corporation which was the owner of the house, a question is presented as to whether there was a landlord-tenant relationship between the corporation and the sole stockholder. Ordinarily, since a corporation is a legal entity separate from its stockholders, occupancy by the sole stockholder would be on the basis of a landlord-tenant relationship, so that the housing accommodations would not be decontrolled.

9. *Housing accommodations which were exempt from rent control during two-year period.* Where during the two-year period housing accommodations were rented under circumstances which caused the renting to be exempt from the rent regulations, the mere fact that such an exemption existed does not result in decontrol. For example, where housing accommodations were occupied during the two-year period by a janitor as part of the compensation he received for his services as janitor, the housing accommodations, so long as this situation existed, were exempt from the rent regulations. If, however, after expiration of the two-year period, the housing accommodations are no longer occupied by a janitor under such an arrangement, but are rented to a tenant under an ordinary rental agreement, the exemption ceases to apply, and the question arises whether they are decontrolled on the basis that they had not been "rented" during the two-year period. Such housing accommodations are not decontrolled on that basis because, even though they were exempt during the two-year period, they were rented during that period to a person who was not a member of the landlord's immediate family.

Another example of the same principle is the following: A college dormitory was occupied by students during the two-year period under circumstances which made rooms exempt from rent control. After the two-year period, the college proposes to rent the rooms in the structure to professors or other persons on an ordinary landlord-tenant basis. Such a renting would be subject to rent control because, although the rooms in the dormitory were exempt during the two-

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year period, they were in fact rented to persons other than members of the landlord's immediate family.

VII. *New housing accommodations completed between February 1, 1945, and January 31, 1947, and not rented until after June 30, 1947*—1. *Provision of regulations.* Paragraph (b) (2) of §§ 825.1, 825.21, 825.41, 825.61, 825.81, 825.101, and 825.121 of the regulations provides for the decontrol of housing accommodations, construction of which was completed between February 1, 1945, and January 31, 1947 (both dates inclusive), and which were not rented at any time as housing accommodations from the date of completion until after June 30, 1947, other than to members of the landlord's immediate family. This is based on a new provision in section 202 (c) (3) of the Housing and Rent Act, as amended in 1948, and therefore became effective on April 1, 1948.

The Housing and Rent Act of 1947 which became effective July 1, 1947, had provided for the decontrol of housing accommodations which were not rented as housing accommodations at any time between February 1, 1945, and January 31, 1947, other than to members of the occupant's immediate family. This provision did not result in the decontrol of housing accommodations which first came into existence by reason of new construction after February 1, 1945, even though the housing accommodations were not rented at any time between the date of completion and January 31, 1947. The act as amended April 1, 1948, provides specifically for the decontrol of housing accommodations, construction of which was completed during this two-year period, if they were not rented as housing accommodations at any time between the date of completion and June 30, 1947, other than to members of the landlord's immediate family.

2. *Definition of when construction is "completed"*. For purposes of this provision, the definition of when construction of housing accommodations has been completed is the same as set forth under "IV, 2" above.

3. *Other interpretations.* The interpretations as to when there has been a "renting" of housing accommodations and the effect of such renting, which are given under "VI" above, are equally applicable to cases under this heading "VII."

VIII. *Non-housekeeping furnished accommodations located in a single dwelling unit*—1. *Provision of regulations.* Paragraph (b) (2) of §§ 825.1, 825.21, 825.41, 825.61, 825.81, 825.101, and 825.121 of the regulations provides for decontrol under certain conditions of non-housekeeping furnished accommodations which are located in a single dwelling unit. All the following conditions must exist in order for such accommodations to be decontrolled:

a. The accommodations in question must be non-housekeeping furnished accommodations.

b. They must be located in a single dwelling unit which is not used as a rooming house or boarding house.

c. There must be no more than two paying tenants in the dwelling unit other

than members of the landlord's immediate family.

d. The remaining portion of the dwelling unit (i. e., the portion not occupied by paying tenants who are not members of the landlord's immediate family) must be occupied by the landlord or his immediate family.

This decontrol provision became effective April 1, 1948, based on a new provision in the Housing and Rent Act of 1947, as amended, effective April 1, 1948.

2. *Meaning of "non-housekeeping" accommodations.* A non-housekeeping room or unit is one which does not contain cooking and other house-keeping facilities. For example, where a room does not contain any cooking facilities, the mere fact that the tenant of the room has the privilege of using the kitchen in the house does not destroy the "non-housekeeping" status of the room. Likewise, the fact that the tenant of such a room is given the privilege of sharing other parts of the house, such as living-room, dining-room, etc., does not destroy the status of the room as a "non-housekeeping" accommodation. Such a situation is to be distinguished from the case where the tenant rents an entire house with the exception of a room which was reserved by the landlord for his own occupancy. In such a case there would be no decontrol.

3. *Requirement that there be no more than two paying tenants in the dwelling unit.* A master tenant rented three rooms in a house and then sublet each room to two sub-tenants who became actual occupants. The six sub-tenants paid their rent to the master tenant, and the master tenant was the only person who paid rent to the landlord. In such a case there are more than two paying tenants in the dwelling unit, so that none of the rooms are decontrolled.

[Issued 8-25-48.]

NOTE: All reporting and record-keeping requirements of §§ 825.1 to 825.132, inclusive, have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

J. WALTER WHITE,
Acting Housing Expediter.

[F. R. Doc. 48-8859; Filed, Oct. 1, 1948;
12:01 p. m.]

[Controlled Housing Rent Reg.,¹ Amdt. 40]

PART 825—RENT REGULATIONS UNDER THE
HOUSING AND RENT ACT OF 1947, AS
AMENDED

CONTROLLED HOUSING RENT REGULATION

The Controlled Housing Rent Regulation (§§ 825.1 to 825.12) is amended in the following respect:

1. Schedule B is amended by incorporating Item 32 as follows:

32. Provisions relating to Cass County, a portion of the Fargo-Moorhead Defense-Rental Area, State of North Dakota:

Increase in maximum rents based upon the recommendation of the Local Advisory Board. Effective October 5, 1948, an increase of 10 percent is hereby authorized in the maxi-

¹ *Supra.*

mum rents for all housing accommodations in Cass County, a portion of the Fargo-Moorhead Defense-Rental Area, State of North Dakota, except (i) all maximum rents established under § 825.4 (b) of this regulation and (ii) all maximum rents which have heretofore been adjusted under § 825.5 (a) (12) or 825.5 (a) (16) of this regulation. All provisions of this regulation insofar as they are applicable to the Fargo-Moorhead Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect. (Sec. 204 (e), 61 Stat. 197, Public Law 129, 80th Congress; as amended by 62 Stat. 37, Public Law 422, 80th Congress; and as amended by 62 Stat. 94, Public Law 464, 80th Congress; 50 U. S. C. App. 1894 (e))

This amendment shall become effective October 5, 1948.

Issued this 1st day of October 1948.

J. WALTER WHITE,
Acting Housing Expediter.

Statement To Accompany Amendment 40
to the Controlled Housing Rent Regulation

The Local Advisory Board for Cass County, a portion of the Fargo-Moorhead Defense-Rental Area, State of North Dakota, has, in accordance with section 204 (e) (1) (B) of the Housing and Rent Act of 1947, as amended, recommended an increase in the general rent level in Cass County, North Dakota, a part of the Fargo-Moorhead Defense-Rental Area, except as to maximum rents established under § 825.4 (b) of this regulation and maximum rents which have heretofore been adjusted under §§ 825.5 (a) (12) or 825.5 (a) (16) of this regulation.

The Housing Expediter has found that this recommendation is appropriately substantiated and is in accordance with applicable law and regulations to the extent of 10 percent, and is, therefore, issuing this amendment to effectuate such portion of the recommendation.

[F. R. Doc. 48-8855; Filed, Oct. 1, 1948;
11:59 a. m.]

[Controlled Housing Rent Reg.,¹ Amdt. 41]

PART 825—RENT REGULATIONS UNDER THE
HOUSING AND RENT ACT OF 1947, AS
AMENDED

CONTROLLED HOUSING RENT REGULATION

The Controlled Housing Rent Regulation (§§ 825.1 to 825.12) is amended in the following respect:

1. Schedule B is amended by incorporating Item 33 as follows:

33. Provisions relating to the Cedar Rapids Defense-Rental Area, State of Iowa:

Increase in maximum rents based upon the recommendation of the Local Advisory Board. Pursuant to the provisions of and subject to the limitations contained in the Housing and Rent Act of 1947, as amended, an increase of 7 percent, effective October 5, 1948, is hereby authorized in the maximum rents for those housing accommodations in the Cedar Rapids Defense-Rental Area which were not covered by Schedule B, Item 24, of this regulation except (i) housing accommodations which were first rented on or after February 4, 1948, and (ii) housing accommodations for which the maximum rent has been adjusted on or after August 22, 1947

under § 825.5 (a) (12) or § 825.5 (a) (16) of this regulation: *Provided, however*, That if the 7 percent increase hereby authorized is applied to housing accommodations for which the maximum rent has been adjusted on or after February 4, 1948, under § 825.5 (a) (11) of this regulation, the amount of such adjustment under § 825.5 (a) (11) shall be excluded in determining the increased maximum rent. All provisions of this regulation insofar as they are applicable to the Cedar Rapids Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect. (Sec. 204 (e), 61 Stat. 197, Public Law 129, 80th Congress; as amended by 62 Stat. 37, Public Law 422, 80th Congress; and as amended by 62 Stat. 94, Public Law 464, 80th Congress; 50 U. S. C. App. 1894 (e))

This amendment shall become effective October 5, 1948.

Issued this 1st day of October 1948.

J. WALTER WHITE,
Acting Housing Expediter.

Statement To Accompany Amendment 41 to the Controlled Housing Rent Regulation

Effective February 4, 1948, based upon a recommendation of the Local Advisory Board for the Cedar Rapids Defense-Rental Area, State of Iowa, an amendment was issued granting an increase of 7 percent in the general rent level in the Cedar Rapids, Iowa, Defense-Rental Area on freeze date rents and on those rents adjusted by orders on the basis of the rents generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date. Excluded from this general rent increase were the maximum rents for housing accommodations first rented between the freeze date and February 4, 1948 which had not been adjusted to freeze date comparability.

At a later date, the same Local Advisory Board has, in accordance with section 204 (e) (1) (B) of the Housing and Rent Act of 1947, as amended, recommended that, subject to certain exceptions, an increase of 7 percent shall be made in the maximum rents for housing accommodations first rented between the freeze date and February 4, 1948 which had not been adjusted to freeze date comparability. The Housing Expediter has found that this recommendation is appropriately substantiated and is in accordance with applicable law and regulations, and is, therefore, issuing this amendment to effectuate the recommendation.

[F. R. Doc. 48-8858; Filed, Oct. 1, 1948; 12:00 m.]

[Rent Reg. for Controlled Rooms in Rooming Houses and Other Establishments, Amdt. 40]

PART 825—RENT REGULATIONS UNDER THE HOUSING AND RENT ACT OF 1947, AS AMENDED

RENT REGULATION FOR CONTROLLED ROOMS IN ROOMING HOUSES AND OTHER ESTABLISHMENTS

The Rent Regulation for Controlled Rooms in Rooming Houses and Other

¹ *Supra*.

Establishments (§ 825.81 to 825.92) is amended in the following respect:

1. Schedule B is amended by incorporating Item 33 as follows:

33. Provisions relating to Cass County, a portion of the Fargo-Moorhead Defense-Rental Area, State of North Dakota:

Increase in maximum rents based upon the recommendation of the Local Advisory Board. Effective October 5, 1948, an increase of 10 percent is hereby authorized in the maximum rents for all housing accommodations in Cass County, a portion of the Fargo-Moorhead Defense-Rental Area, State of North Dakota, except (i) all maximum rents established under § 825.84 (b) of this regulation and (ii) all maximum rents which have heretofore been adjusted under § 825.85 (a) (9) of this regulation. All provisions of this regulation insofar as they are applicable to the Fargo-Moorhead Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect. (Sec. 204 (e), 61 Stat. 197, Public Law 129, 80th Congress; as amended by 62 Stat. 37, Public Law 422, 80th Congress; and as amended by 62 Stat. 94, Public Law 464, 80th Congress; 50 U. S. C. App. 1894 (e))

This amendment shall become effective October 5, 1948.

Issued this 1st day of October 1948.

J. WALTER WHITE,
Acting Housing Expediter.

Statement To Accompany Amendment 40 to the Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments

The Local Advisory Board for Cass County, a portion of the Fargo-Moorhead Defense-Rental Area, State of North Dakota, has, in accordance with section 204 (e) (1) (B) of the Housing and Rent Act of 1947, as amended, recommended an increase in the general rent level in Cass County, North Dakota a part of the Fargo-Moorhead Defense-Rental Area, except as to maximum rents established under § 825.84 (b) of this regulation and maximum rents which have heretofore been adjusted under § 825.85 (a) (9) of this regulation.

The Housing Expediter has found that this recommendation is appropriately substantiated and is in accordance with applicable law and regulations to the extent of 10 percent, and is, therefore, issuing this amendment to effectuate such portion of the recommendation.

[F. R. Doc. 48-8856; Filed, Oct. 1, 1948; 11:59 a. m.]

[Rent Reg. for Controlled Rooms in Rooming Houses and Other Establishments, Amdt. 41]

PART 825—RENT REGULATIONS UNDER THE HOUSING AND RENT ACT OF 1947, AS AMENDED

RENT REGULATION FOR CONTROLLED ROOMS IN ROOMING HOUSES AND OTHER ESTABLISHMENTS

The Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments (§§ 825.81 to 825.92) is amended in the following respect:

1. Schedule B is amended by incorporating Item 34 as follows:

34. Provisions relating to the Cedar Rapids Defense-Rental Area, State of Iowa:

Increase in maximum rents based upon the recommendation of the Local Advisory Board. Pursuant to the provisions of and subject to the limitations contained in the Housing and Rent Act of 1947, as amended, an increase of 7 percent, effective October 5, 1948, is hereby authorized in the maximum rents for those housing accommodations in the Cedar Rapids Defense-Rental Area which were not covered by Schedule B, Item 24, of this regulation except (i) housing accommodations which were first rented on or after February 4, 1948 and (ii) housing accommodations for which the maximum rent has been adjusted on or after August 22, 1947 under § 825.85 (a) (9) of this regulation: *Provided, however*, That if the 7 percent increase hereby authorized is applied to housing accommodations for which the maximum rent has been adjusted on or after February 4, 1948 under § 825.85 (a) (8) of this regulation, the amount of such adjustment under § 825.85 (a) (8) shall be excluded in determining the increased maximum rent. All provisions of this regulation insofar as they are applicable to the Cedar Rapids Defense-Rental Area are hereby amended to the extent necessary to carry this provision into effect. (Sec. 204 (e), 61 Stat. 197, Public Law 129, 80th Congress; as amended by 62 Stat. 37, Public Law 422, 80th Congress; and as amended by 62 Stat. 94, Public Law 464, 80th Congress; 50 U. S. C. App. 1894 (e))

This amendment shall become effective October 5, 1948.

Issued this 1st day of October 1948.

J. WALTER WHITE,
Acting Housing Expediter.

Statement To Accompany Amendment 41 to the Rent Regulations for Controlled Rooms in Rooming Houses and Other Establishments

Effective February 4, 1948, based upon a recommendation of the Local Advisory Board for the Cedar Rapids Defense-Rental Area, State of Iowa, an amendment was issued granting an increase of 7 percent in the general rent level in the Cedar Rapids, Iowa, Defense-Rental Area on freeze date rents and on those rents adjusted by orders on the basis of the rents generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date. Excluded from this general rent increase were the maximum rents for housing accommodations first rented between the freeze date and February 4, 1948 which had not been adjusted to freeze date comparability.

At a later date, the same Local Advisory Board has, in accordance with section 204 (e) (1) (B) of the Housing and Rent Act of 1947, as amended, recommended that, subject to certain exceptions, an increase of 7 percent shall be made in the maximum rents for housing accommodations first rented between the freeze date and February 4, 1948 which had not been adjusted to freeze date comparability. The Housing Expediter has found that this recommendation is appropriately substantiated and is in accordance with applicable law and regulations, and is, therefore, issuing this amendment to effectuate the recommendation.

[F. R. Doc. 48-8857; Filed, Oct. 1, 1948; 11:59 a. m.]

TITLE 39—POSTAL SERVICE

Chapter I—Post Office Department

PART 127—INTERNATIONAL POSTAL SERVICE:
POSTAGE RATES, SERVICE AVAILABLE, AND
INSTRUCTIONS FOR MAILINGSUBPART E—INTERNATIONAL AIR PARCEL
POST; POSTAGE RATES, SERVICE AVAILABLE,
AND INSTRUCTIONS FOR MAILING

In § 127.390 *International air parcel post* (13 F. R. 1341), as amended (13 F. R. 2168, 2625, 2953, 3119), make the following changes:

1. Amend paragraph (a) to read as follows:

(a) Parcels may be sent by International Air Parcel Post to the following countries:

Argentina.	Curacao.
Australia.	Czechoslovakia.
Austria.	Denmark.
Azores.	Dominican Republic.
Bahamas.	Ecuador.
Belgian Congo.	Egypt.
Belgium.	Elire.
Bermuda.	Fiji Islands.
Bolivia.	Finland.
British Guiana.	French Guiana.
Chile.	Germany.
China.	Gold Coast Colony.
Colombia.	Great Britain and
Cuba.	Northern Ireland.

Greece.
Guatemala.
Haiti.
Honduras (Republic of).
Hong Kong.
Iceland.
India.
Italy.
Luxemburg.
Netherlands.
Newfoundland.
New Zealand.
Nicaragua.
Norway.
Philippines (Republic of).

Portugal.
Salvador (El).
Siam.
Surinam.
Sweden.
Switzerland.
Syria.
Trinidad and Tobago.
Tunisia.
Turkey.
Union of South Africa.
Uruguay.
Venezuela.

service to the countries of destination. After arrival in the countries of destination the parcels will be handled by surface transportation, except in the case of parcels for Curacao and Venezuela, which will be given air transportation within those countries if delivery can be expedited by so doing.

5. Amend paragraph (f) to read:

(f) The office of mailing shall observe whether air parcels are sufficiently prepaid. If insufficiently prepaid and the return address is at the office of mailing the parcels shall be promptly returned to the senders for the necessary additional postage. When parcels returned for additional postage are again presented for mailing the postage stamps originally affixed shall be accepted to the amount of their face value. If the parcel bears a return address other than at the office of mailing it shall not be returned to the sender but shall be forwarded by air to the United States dispatching exchange office.

NOTE: The weight of customs declarations and other postal forms will not be included with that of the parcel in determining the amount of postage required.

2. Amend paragraph (b) to read:

(b) Air parcels will be subject to the same limitations as to size and other conditions as are applicable to international surface parcel post. Air parcels may be registered, insured, or sent collect-on-delivery to countries where such service is now in operation.

3. Amend paragraph (d) to read:

(d) Air parcels will be dispatched in regular domestic air mail channels from the office of mailing to the appropriate international exchange office of dispatch.

4. Amend paragraph (e) to read:

(e) The parcels will be forwarded from this country by international air mail

6. Amend paragraph (i) by adding the following to the list of countries and rates therein contained:

AIR PARCEL POST RATES

Weight	Argentina	Bolivia ¹	Colombia	Curacao	Dominican Republic	Ecuador	Guatemala	Haiti	Honduras (Republic of) ²	Nicaragua	Salvador (El)	Surinam	Uruguay	Venezuela	Bahamas	British Guiana	Chile	Cuba ²	Trinidad and Tobago	French Guiana
Lbs. Oz.																				
0 4	\$1.51	\$1.08	\$1.08	\$0.72	\$0.86	\$1.24	\$1.01	\$0.72	\$0.78	\$0.80	\$1.02	\$0.92	\$1.26	\$1.27	\$0.83	\$1.07	\$1.31	\$0.80	\$1.03	\$0.79
0 8	2.27	1.48	1.35	1.08	1.08	1.57	1.26	.93	1.06	1.09	1.28	1.33	2.02	1.63	.97	1.46	1.87	.95	1.38	1.23
0 12	3.03	1.88	1.62	1.44	1.30	1.90	1.51	1.14	1.34	1.38	1.54	1.74	2.78	1.99	1.11	1.85	2.43	1.10	1.73	1.67
1 0	3.79	2.28	1.89	1.80	1.52	2.23	1.76	1.35	1.62	1.67	1.80	2.15	3.54	2.35	1.25	2.24	2.99	1.25	2.08	2.11
1 4	4.55	2.68	2.16	2.16	1.74	2.56	2.01	1.56	1.90	1.96	2.06	2.56	4.30	2.71	1.39	2.63	3.55	1.40	2.43	2.55
1 8	5.31	3.08	2.43	2.52	1.96	2.89	2.26	1.77	2.18	2.25	2.32	2.97	5.06	3.07	1.53	3.02	4.11	1.55	2.78	2.99
2 0	6.07	3.48	2.70	2.88	2.18	3.22	2.51	1.98	2.46	2.54	2.58	3.38	5.82	3.43	1.67	3.41	4.67	1.70	3.13	3.43
2 4	6.83	3.88	2.97	3.24	2.40	3.55	2.76	2.19	2.74	2.83	2.84	3.79	6.58	3.79	1.81	3.80	5.23	1.85	3.48	3.87
2 8	7.59	4.28	3.24	3.60	2.62	3.88	3.01	2.40	3.02	3.12	3.10	4.20	7.34	4.15	1.95	4.19	5.79	2.00	3.83	4.31
3 0	8.35	4.68	3.51	3.96	2.84	4.21	3.26	2.61	3.30	3.41	3.36	4.61	8.10	4.51	2.09	4.58	6.35	2.15	4.18	4.75
3 4	9.11	5.08	3.78	4.32	3.06	4.54	3.51	2.82	3.58	3.70	3.62	5.02	8.86	4.87	2.23	4.97	6.91	2.30	4.53	5.19
3 8	9.87	5.48	4.05	4.68	3.08	4.87	3.76	3.03	3.86	3.99	3.88	5.43	9.62	5.23	2.37	5.36	7.47	2.45	4.88	5.63
4 0	10.63	5.88	4.32	5.04	3.50	5.20	4.01	3.24	4.14	4.28	4.14	5.84	10.38	5.59	2.51	5.75	8.03	2.60	5.23	6.07
4 4	11.39	6.28	4.59	5.40	3.72	5.53	4.26	3.45	4.42	4.57	4.40	6.25	11.14	5.95	2.65	6.14	8.59	2.75	5.58	6.51
4 8	12.15	6.68	4.86	5.76	3.94	5.86	4.51	3.66	4.70	4.86	4.66	6.66	11.90	6.31	2.79	6.53	9.15	2.90	5.93	6.95
5 0	12.91	7.08	5.13	6.12	4.16	6.19	4.76	3.87	4.98	5.15	4.92	7.07	12.66	6.67	2.93	6.92	9.71	3.05	6.28	7.39
5 4	13.67	7.48	5.40	6.48	4.38	6.52	5.01	4.08	5.26	5.44	5.18	7.48	13.42	7.03	3.07	7.31	10.27	3.20	6.63	7.83
5 8	14.43	7.88	5.67	6.84	4.60	6.85	5.26	4.29	5.54	5.73	5.44	7.89	14.18	7.39	3.21	7.70	10.83	3.35	6.98	8.27
6 0	15.19	8.28	5.94	7.20	4.82	7.18	5.51	4.50	5.82	6.02	5.70	8.30	14.94	7.75	3.35	8.09	11.39	3.50	7.33	8.71
6 4	15.95	8.68	6.21	7.56	5.04	7.51	5.76	4.71	6.10	6.31	5.96	8.71	15.70	8.11	3.49	8.48	11.95	3.65	7.68	9.15
6 8	16.71	9.08	6.48	7.92	5.26	7.84	6.01	4.92	6.38	6.60	6.22	9.12	16.46	8.47	3.63	8.87	12.51	3.80	8.03	9.59
7 0	17.47	9.48	6.75	8.28	5.48	8.17	6.26	5.13	6.66	6.89	6.48	9.53	17.22	8.83	3.77	9.26	13.07	3.95	8.38	10.03
7 4	18.23	9.88	7.02	8.64	5.70	8.50	6.51	5.34	6.94	7.18	6.76	9.94	17.98	9.19	3.91	9.65	13.63	4.10	8.73	10.47
7 8	18.99	10.28	7.29	9.00	5.92	8.83	6.76	5.55	7.22	7.47	7.00	10.35	18.74	9.55	4.05	10.04	14.19	4.25	9.08	10.91
8 0	19.75	10.68	7.56	9.36	6.14	9.16	7.01	5.76	7.50	7.76	7.26	10.76	19.50	9.91	4.19	10.43	14.75	4.40	9.43	11.35
8 4	20.51	11.08	7.83	9.72	6.36	9.49	7.26	5.97	7.78	8.05	7.52	11.17	20.26	10.27	4.33	10.82	15.31	4.55	9.78	11.79
8 8	21.27	11.48	8.10	10.08	6.58	9.82	7.51	6.18	8.05	8.34	7.78	11.58	21.02	10.63	4.47	11.21	15.87	4.70	10.13	12.23
9 0	22.03	11.88	8.37	10.44	6.80	10.15	7.76	6.39	8.34	8.63	8.04	11.99	21.78	10.99	4.61	11.60	16.43	4.85	10.48	12.67
9 4	22.79	12.28	8.64	10.80	7.02	10.48	8.01	6.60	8.62	8.92	8.30	12.40	22.54	11.35	4.75	11.99	16.99	5.00	10.83	13.11
9 8	23.55	12.68	8.91	11.16	7.24	10.81	8.26	6.81	8.90	9.21	8.56	12.81	23.30	11.71	4.89	12.38	17.55	5.15	11.18	13.55
10 0	24.31	13.08	9.18	11.52	7.46	11.14	8.51	7.02	9.18	9.50	8.82	13.22	24.06	12.07	5.03	12.77	18.11	5.30	11.53	13.99
10 4	25.07	13.48	9.45	11.88	7.68	11.47	8.76	7.23	9.46	9.79	9.08	13.63	24.82	12.43	5.17	13.16	18.67	5.45	11.88	14.43
10 8	25.83	13.88	9.72	12.24	7.90	11.80	9.01	7.44	9.74	10.08	9.34	14.04	25.58	12.79	5.31	13.55	19.23	5.60	12.23	14.87
11 0	26.59	14.28	9.99	12.60	8.12	12.13	9.26	7.65	10.02	10.37	9.60	14.45	26.34	13.15	5.45	13.94	19.79	5.75	12.58	15.31
11 4	27.35	14.68	10.26	12.96	8.34	12.46	9.51	7.86	10.30	10.66	9.86	14.86	27.10	13.51	5.59	14.33	20.35	5.90	12.93	15.75
11 8	28.11	15.08	10.53	13.32	8.56	12.79	9.76	8.07	10.58	10.96	10.12	15.27	27.86	13.87	5.73	14.72	20.91	6.05	13.28	16.19
12 0	28.87	15.48	10.80	13.68	8.78	13.12	10.01	8.28	10.86	11.24	10.32	15.68	28.62	14.23	5.87	15.11	21.47	6.20	13.63	16.63
12 4	29.63	15.88	11.07	14.04	9.00	13.45	10.26	8.49	11.14	11.53	10.64	16.09	29.38	14.59	6.01	15.50	22.03	6.35	13.98	17.07
12 8	30.39	16.28	11.34	14.40	9.22	13.78	10.51	8.70	11.42	11.82	10.90	16.50	30.14	14.95	6.15	15.89	22.59	6.50	14.33	17.51
13 0	31.15	16.68	11.61	14.76	9.44	14.11	10.76	8.91	11.70	12.11	11.16	16.91	30.90	15.31	6.29	16.28	23.15	6.65	14.68	17.95
13 4	31.91	17.08	11.88	15.12	9.66	14.44	11.01	9.12	11.98	12.40	11.42	17.32	31.66	15.67	6.43	16.67	23.71	6.80	15.03	18.39
13 8	32.67	17.48	12.15	15.48	9.88	14.77	11.26	9.33	12.22	12.69	11.68	17.73	32.42	16.03	6.57	17.06	24.27	6.95	15.38	18.83
14 0	33.43	17.88	12.42	15.84	10.10	15.10	11.51	9.54	12.54	12.98	11.94	18.14	33.18	16.39	6.71	17.45	24.83	7.10	15.73	19.27
14 4	34.19	18.28	12.69	16.20	10.32	15.43	11.76	9.75	12.82	13.27	12.20	18.55	33.94	16.75	6.85	17.84	25.39	7.25	16.08	19.71
14 8	34.95	18.68	12.96	16.56	10.54	15.76	12.01	9.96	13.10	13.56	12.46	18.96	34.70	17.11	6.99	18.23	25.95	7.40	16.43	20.15
15 0	35.71	19.08	13.23	16.92	10.76	16.09	12.26	10.17	13.38	13.85	12.72	19.37	35.46	17.47	7.13	18.62	26.51	7.55	16.78	20.59
15 4	36.47	19.48	13.50	17.28	10.98	16.42	12.51	10.38	13.66	14.14	12.98	19.78	36.22	17.83	7.27	19.01	27.07	7.70	17.13	21.03
15 8	37.23	19.88	13.77	17.64	11.20	16.75	12.76	10.59	13.94	14.43	13.24	20.19	36.98	18.19	7.41	19.40	27.63	7.85	17.48	21.47
16 0	37.99	20.28	14.04	18.00	11.42	17.08	13.01	10.80	14.22	14.72	13.50	20.60	37.74	18.55	7.55	19.79	28.19	8.00	17.83	21.91
16 4	38.75	20.68	14.31	18.36	11.64	17.41	13.26	11.01	14.50	15.01	13.76	21.01	38.50	18.91	7.69	20.18	28.75	8.15	18.18	22.35

¹ Parcels for Bolivia exceeding 11 or 22 pounds in weight accepted for certain offices only. (See § 127.218 (13 F. R. 942).)

² Parcels for Honduras (Republic of) exceeding 22 pounds in weight accepted for certain offices only. (See § 127.274 (13 F. R.

AIR PARCEL POST RATES—Continued

Weight	Argentina	Bolivia	Colombia	Curacao	Dominican Republic	Ecuador	Guatemala	Haiti	Honduras (Republic of)	Nicaragua	Salvador (El)	Surinam	Uruguay	Venezuela	Bahamas	British Guiana	Chile	Cuba	Trinidad and Tobago	French Guiana
Lbs. Oz.																				
12 12	\$39.51	\$21.08	\$14.58	\$18.72	\$11.86	\$17.74	\$13.51	\$11.22	\$14.78	\$15.30	\$14.02	\$21.42	\$39.26	\$19.27	\$7.83	\$20.57	\$29.31	\$8.30	\$18.53	
12 0	40.27	21.48	14.85	19.08	12.08	18.07	13.76	11.43	15.06	15.59	14.28	21.83	40.02	19.03	7.97	20.96	29.87	8.45	18.88	
13 4	41.03	21.88	15.12	19.44	12.30	18.40	14.01	11.64	15.34	15.88	14.54	22.24	40.78	19.99	8.11	21.35	30.43	8.60	19.23	
13 8	41.79	22.28	15.39	19.80	12.52	18.73	14.26	11.85	15.62	16.17	14.80	22.65	41.54	20.35	8.25	21.74	30.99	8.75	19.58	
13 12	42.55	22.68	15.66	20.16	12.74	19.06	14.51	12.06	15.90	16.46	15.06	23.06	42.30	20.71	8.39	22.13	31.55	8.90	19.93	
14 0	43.31	23.08	15.93	20.52	12.96	19.39	14.76	12.27	16.18	16.75	15.32	23.47	43.06	21.07	8.53	22.52	32.11	9.05	20.28	
14 4	44.07	23.48	16.20	20.88	13.18	19.72	15.01	12.48	16.46	17.04	15.58	23.88	43.82	21.43	8.67	22.91	32.67	9.20	20.63	
14 8	44.83	23.88	16.47	21.24	13.40	20.05	15.26	12.69	16.74	17.33	15.84	24.29	44.58	21.79	8.81	23.30	33.23	9.35	20.98	
14 12	45.59	24.28	16.74	21.60	13.62	20.38	15.51	12.90	17.02	17.62	16.10	24.70	45.34	22.15	8.95	23.69	33.79	9.50	21.33	
15 0	46.35	24.68	17.01	21.96	13.84	20.71	15.76	13.11	17.30	17.91	16.36	25.11	46.10	22.51	9.09	24.08	34.35	9.65	21.68	
15 4	47.11	25.08	17.28	22.32	14.06	21.04	16.01	13.32	17.58	18.20	16.62	25.52	46.86	22.87	9.23	24.47	34.91	9.80	22.03	
15 8	47.87	25.48	17.55	22.68	14.28	21.37	16.26	13.53	17.86	18.49	16.88	25.93	47.62	23.23	9.37	24.86	35.47	9.95	22.38	
15 12	48.63	25.88	17.82	23.04	14.50	21.70	16.51	13.74	18.14	18.78	17.14	26.34	48.38	23.59	9.51	25.25	36.03	10.10	22.73	
16 0	49.39	26.28	18.09	23.40	14.72	22.03	16.76	13.95	18.42	19.07	17.40	26.75	49.14	23.95	9.65	25.64	36.59	10.25	23.08	
16 4	50.15	26.68	18.36	23.76	14.94	22.36	17.01	14.16	18.70	19.65	17.66	27.16	49.90	24.31	9.79	26.03	37.15	10.40	23.43	
16 8	50.91	27.08	18.63	24.12	15.16	22.69	17.26	14.37	18.98	19.94	17.92	27.57	50.66	24.67	9.93	26.42	37.71	10.55	23.78	
16 12	51.67	27.48	18.90	24.48	15.38	23.02	17.51	14.58	19.26	20.23	18.15	27.98	51.42	25.03	10.07	26.81	38.27	10.70	24.13	
17 0	52.43	27.88	19.17	24.84	15.60	23.35	17.76	14.79	19.54	20.52	18.44	28.39	52.18	25.39	10.21	27.20	38.83	10.85	24.48	
17 4	53.19	28.28	19.44	25.20	15.82	23.68	18.01	15.00	19.82	20.81	18.70	28.80	52.94	25.75	10.35	27.59	39.39	11.00	24.83	
17 8	53.95	28.68	19.71	25.56	16.04	24.01	18.26	15.21	20.10	21.10	18.96	29.21	53.70	26.11	10.49	27.98	39.95	11.15	25.18	
17 12	54.71	29.08	19.98	25.92	16.26	24.34	18.51	15.42	20.38	21.39	19.22	29.62	54.46	26.47	10.63	28.37	40.51	11.30	25.53	
18 0	55.47	29.48	20.25	26.28	16.48	24.67	18.76	15.65	20.66	21.68	19.74	30.03	55.22	26.83	10.77	28.76	41.07	11.45	25.88	
18 4	56.23	29.88	20.52	26.64	16.70	25.00	19.01	15.84	20.94	21.97	20.44	30.44	55.98	27.19	10.91	29.15	41.63	11.60	26.23	
18 8	56.99	30.28	20.79	27.00	16.92	25.33	19.26	16.05	21.22	22.26	20.66	30.85	56.74	27.55	11.05	29.54	42.19	11.75	26.58	
18 12	57.75	30.68	21.06	27.36	17.14	25.66	19.51	16.26	21.50	22.55	20.92	31.26	57.50	27.91	11.19	29.93	42.75	11.90	26.93	
19 0	58.51	31.08	21.33	27.72	17.36	25.99	19.76	16.47	21.78	22.84	21.18	31.67	58.26	28.27	11.33	30.32	43.31	12.05	27.28	
19 4	59.27	31.48	21.60	28.08	17.58	26.32	20.01	16.68	22.06	23.13	21.40	32.09	59.02	28.63	11.47	30.71	43.87	12.20	27.63	
19 8	60.03	31.88	21.87	28.44	17.80	26.65	20.26	16.89	22.34	23.42	21.60	32.49	59.78	28.99	11.61	31.10	44.43	12.35	27.98	
19 12	60.79	32.28	22.14	28.80	18.02	26.98	20.51	17.10	22.62	23.71	21.80	32.90	60.54	29.35	11.75	31.49	44.99	12.50	28.33	
20 0	61.55	32.68	22.41	29.16	18.24	27.31	20.76	17.31	22.90	24.01	22.02	33.31	61.30	29.71	11.89	31.88	45.55	12.65	28.68	
20 4	62.31	33.08	22.68	29.52	18.46	27.64	21.01	17.52	23.18	24.30	22.24	33.72	62.06	30.07	12.03	32.27	46.11	12.80	29.03	
20 8	63.07	33.48	22.95	29.88	18.68	27.97	21.26	17.73	23.46	24.59	22.46	34.13	62.82	30.43	12.17	32.66	46.67	12.95	29.38	
20 12	63.83	33.88	23.22	30.24	18.90	28.30	21.51	17.94	23.74	24.88	22.68	34.54	63.58	30.79	12.31	33.05	47.23	13.10	29.73	
21 0	64.59	34.28	23.49	30.60	19.12	28.63	21.76	18.15	24.02	25.16	22.86	34.95	64.34	31.15	12.45	33.44	47.79	13.25	30.08	
21 4	65.35	34.68	23.76	30.96	19.34	28.96	22.01	18.36	24.30	25.45	23.12	35.36	65.10	31.51	12.59	33.83	48.35	13.40	30.43	
21 8	66.11	35.08	24.03	31.32	19.56	29.29	22.26	18.57	24.58	25.74	23.38	35.77	65.86	31.87	12.73	34.22	48.91	13.55	30.78	
21 12	66.87	35.48	24.30	31.68	19.78	29.62	22.51	18.78	24.86	26.03	23.64	36.18	66.62	32.23	12.87	34.61	49.47	13.70	31.18	
22 0	67.63	35.88	24.57	32.04	20.00	29.95	22.76	18.99	25.14	26.32	23.90	36.59	67.38	32.59	13.01	35.00	50.03	13.85	31.48	
22 4	68.39	36.28	24.84	32.40	20.22	30.28	23.01	19.20	25.42	26.60	24.16	37.00	68.14	32.95						
22 8	69.15	36.68	25.11	32.76	20.44	30.61	23.26	19.41	25.70	26.81	24.42	37.41	68.90	33.31						
22 12	69.91	37.08	25.38	33.12	20.66	30.94	23.51	19.62	25.98	27.10	24.68	37.82	69.66	33.67						
23 0	70.67	37.48	25.65	33.48	20.88	31.27	23.76	19.83	26.26	27.39	24.94	38.23	70.42	34.03						
23 4	71.43	37.88	25.92	33.84	21.10	31.60	24.01	20.04	26.54	27.68	25.20	38.64	71.18	34.39						
23 8	72.19	38.28	26.19	34.20	21.32	31.93	24.26	20.25	26.82	27.97	25.46	39.05	71.94	34.75						
23 12	72.95	38.68	26.46	34.56	21.54	32.26	24.51	20.46	27.10	28.06	25.72	39.46	72.70	35.11						
24 0	73.71	39.08	26.73	34.92	21.76	32.59	24.76	20.67	27.38	28.35	25.98	39.87	73.46	35.47						
24 4	74.47	39.48	27.00	35.28	21.98	32.92	25.01	20.88	27.66	28.64	26.24	40.28	74.22	35.83						
24 8	75.23	39.88	27.27	35.64	22.20	33.25	25.26	21.09	27.94	28.93	26.50	40.69	74.98	36.19						
24 12	75.99	40.28	27.54	36.00	22.42	33.58	25.51	21.30	28.22	29.22	26.76	41.10	75.74	36.55						
25 0	76.75	40.68	27.81	36.36	22.64	33.91	25.76	21.51	28.50	29.51	26.96	41.51	76.50	36.91						
25 4	77.51	41.08	28.08	36.72	22.86	34.24	26.01	21.72	28.78	29.80	27.02	41.92	77.26	37.27						
25 8	78.27	41.48	28.35	37.08	23.08	34.57	26.26	21.93	29.06	30.09	27.28	42.33	78.02	37.63						
25 12	79.03	41.88	28.62	37.44	23.30	34.90	26.51	22.14	29.34	30.38	27.54	42.74	78.78	37.99						
26 0	79.79	42.28	28.89	37.80	23.52	35.23	26.76	22.35	29.62	30.67	27.80	43.15	79.54	38.35						
26 4	80.55	42.68	29.16	38.16	23.74	35.56	27.01	22.56	29.90	30.96	28.06	43.56	80.30	38.71						
26 8	81.31	43.08	29.43	38.52	23.96	35.89	27.26	22.77	30.18	31.25	28.32	43.97	81.06	39.07						
26 12	82.07	43.48	29.70	38.88	24.18	36.22	27.51	22.98	30.46	31.54	28.58	44.38	81.82	39.43						
27 0	82.83	43.88	29.97	39.24	24.40	36.55	27.76	23.19	30.74	31.83	28.84	44.79	82.58	39.79						
27 4	83.59	44.28	30.24	39.60	24.62	36.88	28.01	23.40	31.02	32.12	29.10	45.20	83.34	40.15						
27 8	84.35	44.68	30.51	39.96	24.84	37.21	28.26	23.61	31.30	32.41	29.36	45.61	84.10	40.51						
27 12	85.11	45.08	30.78	40.32	25.06	37.54	28.51	23.82	31.58	32.70	29.62	46.02	84.86	4						

RULES AND REGULATIONS

AIR PARCEL POST RATES—Continued

Weight	Argentina	Bolivia ¹	Colombia	Curacao	Dominican Republic	Ecuador	Guatemala	Haiti	Honduras (Republic of)	Nicaragua	Salvador (El)	Surinam	Uruguay	Venezuela	Bahamas	British Guiana	Chile	Cuba ²	Trinidad and Tobago	French Guiana
Lbs. Oz.																				
38 0	\$116.27	\$61.48	\$41.85	\$55.08	\$34.08	\$51.07	\$38.76	\$32.43	\$43.06	\$44.50	\$40.28	\$62.83	\$116.02	\$55.63						
38 4	117.03	61.88	42.12	55.44	34.30	51.40	39.01	32.64	43.34	44.88	40.54	63.24	116.78	55.99						
38 8	117.79	62.28	42.39	55.80	34.52	51.73	39.26	32.85	43.62	45.17	40.80	63.65	117.54	56.35						
39 0	118.55	62.68	42.66	56.16	34.74	52.06	39.51	33.06	43.90	45.46	41.06	64.06	118.30	56.71						
39 4	119.31	63.08	42.93	56.52	34.96	52.39	39.76	33.27	44.18	45.75	41.32	64.47	119.06	57.07						
39 8	120.07	63.48	43.20	56.88	35.18	52.72	40.01	33.48	44.46	46.04	41.58	64.88	119.82	57.43						
40 0	120.83	63.88	43.47	57.24	35.40	53.05	40.26	33.69	44.74	46.33	41.84	65.29	120.58	57.79						
40 4	121.59	64.28	43.74	57.60	35.62	53.38	40.51	33.90	45.02	46.62	42.10	65.70	121.34	58.15						
40 8	122.35	64.68	44.01	57.96	35.84	53.71	40.76	34.11	45.30	46.91	42.36	66.11	122.10	58.51						
41 0	123.11	65.08	44.28	58.32	36.06	54.04	41.01	34.32	45.58	47.20	42.62	66.52	122.86	58.87						
41 4	123.87	65.48	44.55	58.68	36.28	54.37	41.26	34.53	45.86	47.49	42.88	66.93	123.62	59.23						
41 8	124.63	65.88	44.82	59.04	36.50	54.70	41.51	34.74	46.14	47.78	43.14	67.34	124.38	59.59						
42 0	125.39	66.28	45.09	59.40	36.72	55.03	41.76	34.95	46.42	48.07	43.40	67.75	125.14	59.95						
42 4	126.15	66.68	45.36	59.76	36.94	55.36	42.01	35.16	46.70	48.36	43.66	68.16	125.90	60.31						
42 8	126.91	67.08	45.63	60.12	37.16	55.69	42.26	35.37	46.98	48.65	43.92	68.57	126.66	60.67						
43 0	127.67	67.48	45.90	60.48	37.38	56.02	42.51	35.58	47.26	48.94	44.18	68.98	127.42	61.03						
43 4	128.43	67.88	46.17	60.84	37.60	56.35	42.76	35.79	47.54	49.23	44.44	69.39	128.18	61.39						
43 8	129.19	68.28	46.44	61.20	37.82	56.68	43.01	36.00	47.82	49.52	44.70	69.80	128.94	61.75						
44 0	129.95	68.68	46.71	61.56	38.04	57.01	43.26	36.21	48.10	49.81	44.95	70.21	129.70	62.11						
44 4	130.71	69.08	46.98	61.92	38.26	57.34	43.51	36.42	48.38	50.10	45.22	70.62	130.46	62.47						
44 8	131.47	69.48	47.25	62.28	38.48	57.67	43.76	36.63	48.66	50.39	45.48	71.03	131.22	62.83						
45 0	132.23	69.88	47.52	62.64	38.70	58.00	44.01	36.84	48.94	50.68	45.74	71.44	131.98	63.19						
45 4	132.99	70.28	47.79	63.00	38.92	58.33	44.26	37.05	49.22	50.97	46.00	71.85	132.74	63.55						
45 8	133.75	70.68	48.06	63.36	39.14	58.66	44.51	37.26	49.50	51.26	46.26	72.26	133.50	63.91						
46 0	134.51	71.08	48.33	63.72	39.36	58.99	44.76	37.47	49.78	51.55	46.52	72.67	134.26	64.27						

Weight										Weight									
China ⁴										China ⁴									
Philippines ²										Philippines ²									
Fiji										Fiji									
Hong Kong										Hong Kong									
Siam										Siam									
Australia										Australia									
New Zealand										New Zealand									
Belgium										Belgium									
Luxemburg										Luxemburg									
Lbs. Oz.										Lbs. Oz.									
0 4	\$1.43	\$1.81	\$1.67	\$1.74	\$2.29	\$1.62	\$1.82	\$0.98	\$0.98	16 0	\$69.47	\$81.19	\$64.67	\$89.31	\$96.79			\$28.07	\$28.07
0 8	2.51	3.07	2.67	3.13	3.79	2.89	2.99	1.41	1.41	16 4	70.55	82.45	65.67	90.70	98.29			28.50	28.50
0 12	3.59	4.33	3.67	4.52	5.29	4.16	4.16	1.84	1.84	16 8	71.63	83.71	66.67	92.09	99.79			28.93	28.93
1 0	4.67	5.59	4.67	5.91	6.79	5.43	5.33	2.27	2.27	17 0	72.71	84.97	67.67	93.48	101.29			29.36	29.36
1 4	5.75	6.85	5.67	7.30	8.29	6.70	6.50	2.70	2.70	17 4	73.79	86.23	68.67	94.87	102.79			29.79	29.79
1 8	6.83	8.11	6.67	8.69	9.79	7.97	7.67	3.13	3.13	17 8	74.87	87.49	69.67	96.26	104.29			30.22	30.22
2 0	7.91	9.37	7.67	10.08	11.29	9.24	8.84	3.56	3.56	18 0	75.95	88.75	70.67	97.65	105.79			30.65	30.65
2 4	8.99	10.63	8.67	11.47	12.79	10.51	10.01	3.99	3.99	18 4	77.03	90.01	71.67	99.04	107.29			31.08	31.08
2 8	10.07	11.89	9.67	12.86	14.29	11.78	11.18	4.42	4.42	18 8	78.11	91.27	72.67	100.43	108.79			31.51	31.51
3 0	11.15	13.15	10.67	14.25	15.79	13.05	12.35	4.85	4.85	19 0	79.19	92.53	73.67	101.82	110.29			31.94	31.94
3 4	12.23	14.41	11.67	15.64	17.29	14.32	13.52	5.28	5.28	19 4	80.27	93.79	74.67	103.21	111.79			32.37	32.37
3 8	13.31	15.67	12.67	17.03	18.79	15.59	14.69	5.71	5.71	19 8	81.35	95.05	75.67	104.60	113.29			32.80	32.80
4 0	14.39	16.93	13.67	18.42	20.29	16.86	15.86	6.14	6.14	20 0	82.43	96.31	76.67	105.99	114.79			33.23	33.23
4 4	15.47	18.19	14.67	19.81	21.79	18.13	17.03	6.57	6.57	20 4	83.51	97.57	77.67	107.38	116.29			33.66	33.66
4 8	16.55	19.45	15.67	21.20	23.29	19.40	18.20	7.00	7.00	20 8	84.59	98.83	78.67	108.77	117.79			34.09	34.09
5 0	17.63	20.71	16.67	22.59	24.79	20.67	19.37	7.43	7.43	21 0	85.67	100.09	79.67	110.16	119.29			34.52	34.52
5 4	18.71	21.97	17.67	23.98	26.29	21.94	20.54	7.86	7.86	21 4	86.75	101.35	80.67	111.55	120.79			34.95	34.95
5 8	19.79	23.23	18.67	25.37	27.79	23.21	21.71	8.29	8.29	21 8	87.83	102.61	81.67	112.94	122.29			35.38	35.38
6 0	20.87	24.49	19.67	26.76	29.29	24.48	22.88	8.72	8.72	22 0	88.91	103.87	82.67	114.33	123.79			35.81	35.81
6 4	21.95	25.75	20.67	28.15	30.79	25.75	24.05	9.15	9.15	22 4	89.99	105.13	83.67	115.72	125.29			36.24	36.24
6 8	23.03	27.01	21.67	29.54	32.29	27.02	25.22	9.58	9.58	22 8	91.07	106.39	84.67	117.11	126.79			36.67	36.67
7 0	24.11	28.27	22.67	30.93	33.79	28.29	26.39	10.01	10.01	23 0	92.15	107.65	85.67	118.50	128.29			37.10	37.10
7 4	25.19	29.53	23.67	32.32	35.29	29.56	27.56	10.44	10.44	23 4	93.23	108.91	86.67	119.89	129.79			37.53	37.53
7 8	26.27	30.79	24.67	33.71	36.79	30.83	28.73	10.87	10.87	23 8	94.31	110.17	87.67	121.28	131.29			37.96	37.96
8 0	27.35	32.05	25.67	35.10	38.29	32.10	29.90	11.30	11.30	24 0	95.39	111.43	88.67	122.67	132.79			38.39	38.39
8 4	28.43	33.31	26.67	36.49	39.79	33.37	31.07	11.73	11.73	24 4	96.47	112.69						38.82	38.82
8 8	29.51	34.57	27.67	37.88	41.29	34.64	32.24	12.16	12.16	24 8	97.55	113.95						39.25	39.25
9 0	30.59	35.83	28.67	39.27	42.79	35.91	33.41	12.59	12.59	25 0	98.63	115.21						39.68	39.68
9 4	31.67	37.09	29.67	40.66	44.29	37.18	34.58	13.02	13.02	25 4	99.71	116.47						40.11	40.11
9 8	32.75	38.35	30.67	42.05	45.79	38.45	35.75	13.45	13.45	25 8	100.79	117.73						40.54	40.54
10 0	33.83	39.61	31.67	43.44	47.29	39.72	36.92	13.88	13.88	26 0	101.87	118.99						40.97	40.97
10 4	34.91	40.87	32.67	44.83	48.79	40.99	38.09	14.31	14.31	26 4	102.95	120.25						41.40	41.40
10 8	35.99	42.13	33.67	46.22	50.29	42.26	39.26	14.74	14.74	26 8	104.03	121.51						41.83	41.83
11 0	37.07	43.39	34.67	47.61	51.79	43.53	40.43	15.17	15.17	27 0	105.11	122.77						42.26	42.26
11 4	38.15	44.65	35.67	49.00	53.29	44.80	41.60	15.60	15.60	27 4	106.19	124.03						42.69	42.69
11 8	39.23	45.91	36.67	50.39	54.79	46.07	42.77	16.03	16.03	27 8	107.27	125.29						43.12	43.12
12 0	40.31	47.17	37.67	51.78	56.29	47.34	43.94	16.46	16.46	28 0	108.35	126.55						43.55	43.55
12 4	41.39	48.43	38.67	53.17	57.79	48.61	45.11	16.89	16.89	28 4	109.43	127.81						43.98	43.98
12 8	42.47	49.69	39.67	54.56	59.29	49.88	46.28	17.32	17.32	28 8	110.51	129.07						44.41	44.41
13 0	43.55	50.95	40.67	55.95	60.79	51.15	47.45	17.75	17.75	29 0	111.59	130.33						44.84	44.84
13 4	44.63	52.21	41.67	57.34	62.29	52.42	48.62	18.18	18.18	29 4	112.67	131.59						45.27	45.27
13 8	45.71	53.47	42.67	58.73	63.79	53.69	49.79	18.61	18.61	29 8	113.75	132.85						45.70	45.70
14 0	46.79	54.73	43.67	60.12	65.29	54.96	50.96	19.04	19.04	30 0	114.83	134.11						46.13	46.13
14 4	47.87	55.99	44.67	61.51	66.79	56.23	52.13	19.47	19.47	30 4	115.91	135.37						46.56	46.56
14 8	48.95	57.25	45.67	62.90	68.29			19.90	19.90	30 8	116.99	136.63						46.99	46.99
15 0	50.03	58.51	46.67	64.29	69.79			20.33	20.33	31 0	118.07	137.89						47.42	47.42
15 4	51.11	59.77	47.67	65.68	71.29			20.76	20.76	31 4	119.15	139.15						47.85	47.85
15 8	52.19	61.03	48.67	67.07	72.79			21.19	21.19	31 8	120.23	140.41						48.28	48.28
16 0	53.27	62.29	49.67	68.46	74.29			21.62	21.62	32 0	121.31	141.67						48.71	48.71
16 4	54.35	63.55	50.67	69.85	75.79			22.05	22.05	32 4	122.39	142.93						49.14	49.14
16 8	55.43	64.81	51.67	71.24	77.29			22.48	22.48	32 8	123.47	144.19						49.57	49.57
17 0	56.51	66.07	52.67	72.63	78.79			22.91	22.91	33 0	124.55	145.45						50.00	50.00
17 4	57.59	67.33	53.67	74.02	80.29			23.34	23.34	33 4	125.63	146.71						50.43	50.43
17 8	58.67	68.59	54.67	75.41	81.79			23.77	23.77	33 8	126.71	147.97						50.86	50.86
18 0	59.75	69.85	55.67	76.80	83.29			24.20	24.20	34 0	127.79	149.23						51.29	51.29
18 4	60.83	71.11	56.67	78.19	84.79			24.63	24.63	34 4	128.87	150.49						51.72	51.72
18 8	61.91	72.37	57.67	79.58	86.29			25.06	25.06	34 8	129.95	151.75						52.15	52.15
19 0	62.99	73.63	58.67	80.97	87.79			25.49	25.49	35 0	131.03	153.01						52.58	52.58
19 4	64.07	74.89	59.67	82.36	89.29			25.92	25.92	35 4	132.11	154.27						53.01	53.01
19 8	65.15	76.15	60.67	83.75	90.79			26.35	26.35	35 8	133.19	155.53						53.44	53.44
20 0	66.23	77.41	61.67	85.14	92.29			26.78	26.78	36 0	134.27	156.79						53.87	53.87
20 4	67.31	78.67	62.67	86.53	93.79			27.21	27.21	36 4	135.35	158.05						54.30	54.30
20 8	68.39	79.93	63.67	87.92	95.29			27.64	27.64	36 8	136.43	159.31						54.73	54.73

AIR PARCEL POST RATES—Continued

Weight	China ¹	Philippines ²	Fiji	Hong Kong	Siam	Australia	New Zealand	Belgium	Luxemburg	Weight	China ¹	Philippines ²	Fiji	Hong Kong	Siam	Australia	New Zealand	Belgium	Luxemburg
Lbs. Oz.										Lbs. Oz.									
31 12	\$137.51	\$160.57						\$55.16	\$55.16	41 0	\$177.47	\$207.19						\$71.07	\$71.07
32 0	138.50	161.83						55.59	55.59	41 4	178.55	208.45						71.50	71.50
32 4	139.67	163.09						56.02	56.02	41 8	179.63	209.71						71.93	71.93
32 8	140.75	164.35						56.45	56.45	41 12	180.71	210.97						72.36	72.36
32 12	141.83	165.61						56.88	56.88	42 0	181.79	212.23						72.79	72.79
33 0	142.91	166.87						57.31	57.31	42 4	182.87	213.49						73.22	73.22
33 4	143.99	168.13						57.74	57.74	42 8	183.95	214.75						73.65	73.65
33 8	145.07	169.39						58.17	58.17	42 12	185.03	216.01						74.08	74.08
33 12	146.15	170.65						58.60	58.60	43 0	186.11	217.27						74.51	74.51
34 0	147.23	171.91						59.03	59.03	43 4	187.19	218.53						74.94	74.94
34 4	148.31	173.17						59.46	59.46	43 8	188.27	219.79						75.37	75.37
34 8	149.39	174.43						59.89	59.89	43 12	189.35	221.05						75.80	75.80
34 12	150.47	175.69						60.32	60.32	44 0	190.43	222.31						76.23	76.23
35 0	151.55	176.95						60.75	60.75	44 4	191.51								
35 4	152.63	178.21						61.18	61.18	44 8	192.59								
35 8	153.71	179.47						61.61	61.61	44 12	193.67								
35 12	154.79	180.73						62.04	62.04	45 0	194.75								
36 0	155.87	181.99						62.47	62.47	45 4	195.83								
36 4	156.95	183.25						62.90	62.90	45 8	196.91								
36 8	158.03	184.51						63.33	63.33	45 12	197.99								
36 12	159.11	185.77						63.76	63.76	46 0	199.07								
37 0	160.19	187.03						64.19	64.19	46 4	200.15								
37 4	161.27	188.29						64.62	64.62	46 8	201.23								
37 8	162.35	189.55						65.05	65.05	46 12	202.31								
37 12	163.43	190.81						65.47	65.48	47 0	203.39								
38 0	164.51	192.07						65.91	65.91	47 4	204.47								
38 4	165.59	193.33						66.34	66.34	47 8	205.55								
38 8	166.67	194.59						66.77	66.77	47 12	206.63								
38 12	167.75	195.85						67.20	67.20	48 0	207.71								
39 0	168.83	197.11						67.63	67.63	48 4	208.79								
39 4	169.91	198.37						68.06	68.06	48 8	209.87								
39 8	170.99	199.63						68.49	68.49	48 12	210.95								
39 12	172.07	200.89						68.92	68.92	49 0	212.03								
40 0	173.15	202.15						69.35	69.35	49 4	213.11								
40 4	174.23	203.41						69.78	69.78	49 8	214.19								
40 8	175.31	204.67						70.21	70.21	49 12	215.27								
40 12	176.39	205.93						70.64	70.64	50 0	216.35								

See footnotes on p. 5792.

(R. S. 161, 396, 398, secs. 304, 309, 42 Stat. 24, 25, 48 Stat. 943, 5 U. S. C. 22, 369, 372)

[F. R. Doc. 48-8824; Filed, Oct. 1, 1948; 9:01 a. m.]

WALTER MYERS,
Acting Postmaster General.**TITLE 43—PUBLIC LANDS:
INTERIOR****Subtitle A—Office of the Secretary of
the Interior**

[Order 2479]

PART 4—DELEGATIONS OF AUTHORITY**SUBPART E—BUREAU OF RECLAMATION**

1. Subparagraph (a) (12) of § 4.412, authorizing the Commissioner of Reclamation to execute contracts involving the sale of electric power and energy, etc. (Order 2034; 10 F. R. 3142; 43 CFR, 1946 Supp., 4.412), is hereby revised to read as follows:

§ 4.412 *Delegation of authority with respect to investigation, construction and*

operation of Federal Reclamation Projects. (a) * * *

(12) To enter into, modify, or supplement, contracts with persons or organizations other than Federal agencies or privately-owned public utilities (i) for the sale of firm electric power and energy, or (ii) for the sale of secondary or dump energy. The provisions of contracts for the sale of firm power and energy should in substance be consistent with those provisions which the Secretary has approved as standard articles for this type of contract, although minor variations in form are permissible. The rates provided for in such contracts shall be those approved by the Secretary. The provisions of contracts for the sale of secondary and dump energy shall be con-

sistent with principles and procedures approved by the Secretary. Copies of all contracts executed pursuant to the authority granted in this subparagraph shall be furnished to the Division of Power. Any provisions of contracts for the sale of firm power and energy which vary from the standard articles shall be called to the attention of the Director of the Division of Power.

2. Order No. 2034, dated March 13, 1945, is hereby superseded.

C. GIRARD DAVIDSON,
Acting Secretary of the Interior.

SEPTEMBER 27, 1948.

[F. R. Doc. 48-8763; Filed, Oct. 1, 1948; 8:45 a. m.]

NOTICES**DEPARTMENT OF THE TREASURY****United States Coast Guard**

[CGFR 43-47]

APPROVAL OF EQUIPMENT

By virtue of the authority vested in me, as Commandant, United States Coast Guard, by R. S. 4405, 4491, as amended; 46 U. S. C. 375, 489; and section 101 of Reorganization Plan No. 3 of 1946 (11 F. R. 7875), as well as the additional au-

thorities cited with specific items below, the following approvals of equipment are prescribed and shall be effective for a period of five years from date of publication in the FEDERAL REGISTER unless sooner canceled or suspended by proper authority:

CLEANING PROCESSES FOR LIFE PRESERVERS

NOTE: Where buoyancy fillers are not removed from envelope covers during cleaning process.

Approval No. 160.006/15/0, Waterfront cleaning process for kapok life preservers with permanently installed buoyant inserts, as outlined in letter of August 28, 1948, from the Waterfront Service Co., 1490 Francisco Street, San Francisco, Calif.

(R. S. 4417a, 4426, 4488, 4492, 35 Stat. 428, 49 Stat. 1544, 54 Stat. 164, 166, 346, and sec. 5 (e), 55 Stat. 244, as amended; 46 U. S. C. 367, 391a, 396, 404, 481, 490,

526e, 526p, 1333, 50 U. S. C. 1275; 46 CFR 160.006-4)

BUOYANT CUSHIONS, STANDARD

NOTE: Cushions are for use on motorboats of classes A, 1, or 2 not carrying passengers for hire.

Approval No. 160.007/74/0, Standard kapok buoyant cushion, U. S. C. G. Specification 160.007, manufactured by the Distin Boat Co., Inc., Saranac Lake, N. Y.

(54 Stat. 164, 166; 46 U. S. C. 526e, 526p; 46 CFR 25.4-1, 28.4-8)

GAS MASKS AND OTHER BREATHING APPARATUS

Approval No. 160.011/6/1, Bullard Supplied Fresh Air Hose Mask No. 1903, Bureau of Mines Approval No. BM-1903 consisting of face piece BM-1903, blower BM-1903 (both centrifugal type and positive pressure type), harness BM-1903, and hose BM-1903 or BM-1903A, maximum of two hose lines each originating at the blower and not exceeding 150 feet in length, manufactured by E. D. Bullard Co., 275 Eighth Street, San Francisco 3, Calif. (This approval supersedes previous approval No. 160.011/6/0 published in the FEDERAL REGISTER of July 31, 1947.)

(R. S. 4417a, 4426, 49 Stat. 1544, 54 Stat. 1028, and sec. 5 (e), 55 Stat. 244, as amended; 46 U. S. C. 367, 391a, 404, 463a, 50 U. S. C. 1275; 46 CFR 35.4-5, 61.18, 77.18, 95.17, 114.18)

DAVITS, LIFEBOAT

Approval No. 160.032/44/1, Mechanical davit, crescent sheath screw Type C59A (Formerly Type CA), approved for maximum working load of 11,700 pounds per set (5850 pounds per arm) using not less than three part falls, identified by General Arrangement Dwg. No. 3071-2 dated February 8, 1946, and revised August 13, 1948, manufactured by Welin Davit & Boat Division of the American Steel & Copper Industries, Inc., Perth Amboy, N. J. (This approval supersedes previous approval No. 160.032/44/0 published in the FEDERAL REGISTER of July 31, 1947.)

(R. S. 4417a, 4426, 4481, 4488, 49 Stat. 1544, 54 Stat. 346, and sec. 5 (e), 55 Stat. 244, as amended; 46 U. S. C. 367, 391a, 404, 474, 481, 1333, 50 U. S. C. 1275; 46 CFR 37.1-4, 59.3, 60.21, 76.15, 94.14, 113.23)

AUTOMATIC FLOATING ELECTRIC WATER LIGHTS

Approval No. 161.001/1/0, Light (water), electric, floating, automatic (with bracket for mounting), Dwg. No. 1000, Alt. 1, dated July 16, 1948, submitted by Paul J. Ambrose, 9408 Warren Street, Silver Spring, Md.

(R. S. 4417a, 4426, 4488, 49 Stat. 1544, 54 Stat. 346, and sec. 5 (e), 55 Stat. 244, as amended; 46 U. S. C. 367, 404, 481, 1333, 50 U. S. C. 1275; 46 CFR 33.3-6, 33.3-8, 33.7-1, 37.9-1, 59.52, 59.54b, 59.56, 60.45, 60.47b, 60.49, 76.48, 76.48a, 76.48b, 76.53, 94.53, 113.46)

FIRE EXTINGUISHERS, PORTABLE, HAND, CARBON-TETRACHLORIDE TYPE

Approval No. 162.004/23/1, Quick Aid, Model 85, 1-qt. carbon tetrachloride hand

portable fire extinguisher (formerly S. O. S. Fire Guard), Assembly Dwg. No. BF-100, dated November 8, 1943, Name Plate Dwg. No. BPT-185-1, rev. April 30, 1947, manufactured by the General Pacific Corp., 1501 East Washington Boulevard, Los Angeles 21, Calif. (This approval supersedes previous approval No. 162.004/23/0 published in the FEDERAL REGISTER of July 31, 1947.)

(R. S. 4417a, 4426, 4479, 4492, 49 Stat. 1544, 54 Stat. 165, 166, 346, 1028, and sec. 5 (e), 55 Stat. 244, as amended; 46 U. S. C. 367, 391a, 404, 463a, 472, 490, 526g, 526p, 1333, 50 U. S. C. 1275; 46 CFR 25.5-1, 26.3-1, 27.3-1, 34.5-1, 61.13, 77.13, 95.13, 114.15)

PRESSURE VACUUM RELIEF VALVES

Approval No. 162.017/23/1, Shand & Jurs Figure ST-4000 pressure vacuum relief valve, weight loaded enclosed pattern, bronze body and pallet valves, fitted with pressure pallet lifting wheel, flanged ends, Dwg. No. ST-4000, revised July 27, 1948, approved for 4" and 6" sizes, for use with combustible or inflammable liquids of Grade A or lower in closed vent header system, manufactured by Shand & Jurs Co., Berkeley, Calif. (This approval supersedes previous approval No. 162.017/23/0 published in the FEDERAL REGISTER of July 31, 1947.)

(R. S. 4417a, and sec. 5 (e), 55 Stat. 244, as amended; 46 U. S. C. 391a, 50 U. S. C. 1275; 46 CFR 32.7-4)

LIQUEFIED PETROLEUM GAS VALVES, FITTINGS, AND GAUGES

Approval No. 162.018/17/1, Model No. 62B Metal Goods manufacturing liquefied petroleum gas tank gauge, slip tube type, Dwg. No. L107, sheets 1 to 23, inclusive, manufactured by Metal Goods Manufacturing Co., 106-110 South Park Avenue, Bartlesville, Okla. (This approval supersedes previous approval No. 162.018/17/0 published in the FEDERAL REGISTER of July 31, 1947.)

Approval No. 162.018/23/0, Model No. 62D Metal Goods manufacturing liquefied petroleum gas tank gauge, slip tube type, stainless steel parts, Dwg. No. L106, sheets 1 to 15, inclusive, dated January 21, 1948, manufactured by Metal Goods Manufacturing Co., 106-110 South Park Avenue, Bartlesville, Okla.

(R. S. 4417a, and sec. 5 (e), 55 Stat. 244, as amended; 46 U. S. C. 391a, 50 U. S. C. 1275; 46 CFR Part 38)

BULKHEAD PANELS

Approval No. 164.008/24/0, "Kaylo", inorganic composition board type bulkhead panel with wood or steel veneer on both sides identical to that described in National Bureau of Standards Test Report No. TG 10230-7; FP2635, dated July 22, 1948, approved as meeting Class B-15 requirements in a 1/8 inch thickness, exclusive of the veneer, manufactured by United States Plywood Corp., 55 West Forty-fourth Street, New York 18, N. Y.

(R. S. 4417a, 4426, 49 Stat. 1384, 1544, 54 Stat. 346, 1028, and sec. 5 (e), 55 Stat. 244, as amended; 46 U. S. C. 367, 369, 391a, 404, 463a, 1333, 50 U. S. C. 1275; 46 CFR Part 144)

Dated: September 27, 1948.

[SEAL] J. F. FARLEY,
Admiral, U. S. Coast Guard,
Commandant.

[F. R. Doc. 48-8790; Filed, Oct. 1, 1948;
8:50 a. m.]

CIVIL AERONAUTICS BOARD

[Docket No. 3368]

MONARCH AIR LINES, INC.

NOTICE OF HEARING

In the matter of extending the effectiveness of the temporary certificate of public convenience and necessity of Monarch Air Lines, Inc., for route No. 73, pursuant to Board Order Serial No. E-1628, dated May 18, 1948.

Notice is hereby given, pursuant to the Civil Aeronautics Act of 1938, as amended, that a hearing in the above-entitled proceeding is assigned to be held on October 4, 1948, at 10:00 a. m. (mountain standard time) in Room 100, Brown Palace Hotel, 17th and Tremont Place, Denver, Colorado, before Examiner Herbert K. Bryan.

Dated at Washington, D. C., September 28, 1948.

By the Civil Aeronautics Board.

[SEAL] M. C. MULLIGAN,
Secretary.

[F. R. Doc. 48-8782; Filed, Oct. 1, 1948;
8:47 a. m.]

FEDERAL COMMUNICATIONS COMMISSION

[Docket Nos. 9114-9117]

C. MERVIN DOBYNS ET AL.

ORDER DESIGNATING APPLICATIONS FOR CONSOLIDATED HEARING ON STATED ISSUES

In re applications of C. Mervin Dobyns, San Bernardino, California, Docket No. 9114, File No. BP-4698; Gomer Cool, A. L. Nunamaker and Blain O. Bender, a partnership d/b as Angelus Broadcasting Company, Temple City, California, Docket No. 9115, File No. BP-5697; Albert M. Carmona, Frank J. Fontine and John R. Parsons, a partnership d/b as Montebello Broadcasting Company, Montebello, California, Docket No. 9116, File No. BP-6072; Jess Oppenheimer, Devery Freeman, Mort Werner, Herb Land and Jim Strain, a partnership d/b as Southland Broadcasting Company, Long Beach, California, Docket No. 9117, File No. BP-6297; for construction permits.

At a session of the Federal Communications Commission, held at its offices in Washington, D. C., on the 8th day of September 1948;

The Commission having under consideration the above-entitled applications of (1) C. Mervin Dobyns, requesting 750 kw, with 1 kw power, daytime only at San Bernardino, California; (2) Gomer Cool, A. L. Nunamaker, and Blain O. Bender, a partnership d/b as Angelus Broadcasting Company, requesting 760 kc, with 250 w power, daytime only at Temple City, California; (3) Albert M. Carmona, Frank J. Fontine and John R.

Parsons, a partnership d/b as Montebello Broadcasting Company, requesting 750 kc, with 250 w power, daytime only at Montebello, California; and (4) Jess Oppenheimer, Devery Freeman, Mort Werner, Herb Land and Jim Strain, a partnership d/b as Southland Broadcasting Company, requesting 740 kc, with 1 kw power, daytime only at Long Beach, California;

It appearing, that the applications of C. Mervin Dobyns, Angelus Broadcasting Company and Montebello Broadcasting Company seek authorization to operate daytime only on clear channel frequencies; that, pursuant to the Commission's policy with respect to such requests, the applications have been placed in the pending file to await a decision in the clear channel hearing; that these applications involve prohibitive interference with the Southland Broadcasting Company proposal; and that it is the policy (established August 9, 1946) of the Commission to remove applications, placed in the pending file for the aforesaid reason, for the purpose of designating same for hearing in a consolidated proceeding with conflicting applications for adjacent channel.

It is ordered, That, pursuant to section 309 (a) of the Communications Act of 1934, as amended, the said applications of, C. Mervin Dobyns, Angelus Broadcasting Company, Montebello Broadcasting Company and Southland Broadcasting Company be, and they are hereby, designated for hearing in a consolidated proceeding, at a time and place to be determined by subsequent order of the Commission, upon the following issues:

1. To determine the legal, technical, financial, and other qualifications of the applicant, C. Mervin Dobyns, and of the applicant partnerships and the partners to construct and operate the proposed stations.
2. To determine the areas and populations which may be expected to gain or lose primary service from the operation of the proposed stations and the character of other broadcast service available to those areas and populations.
3. To determine the type and character of program service proposed to be rendered and whether it would meet the requirements of the populations and areas proposed to be served.
4. To determine whether the operation of the proposed stations would involve objectionable interference with any existing broadcast stations and, if so, the nature and extent thereof, the areas and populations affected thereby, and the availability of other broadcast service to such areas and populations.
5. To determine whether the operation of the proposed stations would involve objectionable interference with the services proposed in any other pending applications for broadcast facilities and, if so, the nature and extent thereof, the areas and populations affected thereby, and the availability of other broadcast service to such areas and populations.
6. To determine whether the installation and operation of the proposed stations would be in compliance with the Commission's rules and Standards of

Good Engineering Practice Concerning Standard Broadcast Stations.

7. To determine the overlap, if any, that will exist between the service areas of the proposed Long Beach, California, station and of station KVEN at Ventura, California, the nature and extent thereof, and whether such overlap, if any, is in contravention of § 3.35 of the Commission's rules.

8. To determine on a comparative basis which, if any, of the applications in this consolidated proceeding should be granted.

It is further ordered, That if, as a result of the consolidated hearing, it appears that, were it not for the issues pending in the hearing regarding daytime skywave transmissions (Docket No. 8333) and the Commission's policy pertaining thereto as announced in the Public Notice of May 8, 1947, the public interest would be best served by a grant of one of the above-entitled applications other than that of Southland Broadcasting Company then such application will be returned to the pending file until after the conclusion of the said hearing regarding daytime skywave transmissions.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 48-8801; Filed, Oct. 1, 1948;
8:52 a. m.]

SAN FERNANDO VALLEY BROADCASTING CO.

PUBLIC NOTICE CONCERNING THE PROPOSED TRANSFER OF CONTROL¹

The Commission hereby gives notice that on September 13, 1948, there was filed with it an application (BTC-684) for its consent under section 310 (b) of the Communications Act to the proposed transfer of control of San Fernando Valley Broadcasting Company, licensee of station KGIL, San Fernando, California, from Helen Ruth Allen, executrix of the estate of C. P. M. Allen, to Fayette J. Smalley, Jr. The proposal to transfer control arises out of an agreement pursuant to which Helen Ruth Allen, as executrix of the estate of C. P. M. Allen, proposes to transfer to F. J. Smalley, Jr. 1,325 shares (53%) of licensee's Class B (voting) stock and 600 shares of licensee's Class A (non-voting) stock at a price of \$10 per share or a total price of \$19,250. Further information as to the arrangements may be found with the application and associated papers which are on file at the offices of the Commission in Washington, D. C.

Pursuant to § 1.321 which sets out the procedure to be followed in such cases, including the requirement for public notice concerning the filing of the application, the Commission was advised by applicant on September 22, 1948, that starting on September 15, 1948 notice of the filing of the application would be inserted in the Valley Times, a newspaper of general circulation at Los Angeles,

¹ Section 1.321, Part 1, Rules of Practice and Procedure.

California, in conformity with the above section.

In accordance with the procedure set out in said section, no action will be had upon the application for a period of 60 days from September 15, 1948, within which time other persons desiring to apply for the facilities involved may do so upon the same terms and conditions as set forth in the above described contract.

(Sec. 310 (b), 48 Stat. 1086; 47 U. S. C. A. 310 (b))

FEDERAL COMMUNICATIONS
COMMISSION,
[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 48-8802; Filed, Oct. 1, 1948;
8:52 a. m.]

FEDERAL POWER COMMISSION

[Docket No. G-1128]

NORTHERN NATURAL GAS CO.

NOTICE OF APPLICATION

SEPTEMBER 28, 1948.

Notice is hereby given that on September 17, 1948, Northern Natural Gas Company (Applicant), a Delaware corporation having its principal place of business at Omaha, Nebraska, filed an application for a certificate of public convenience and necessity pursuant to section 7 of the Natural Gas Act, as amended, authorizing Applicant to construct and operate certain natural-gas transmission facilities described as follows:

(1) Approximately 0.25 miles of 2½-inch O. D. branch pipe line, together with appurtenances thereto, extending from a point of interconnection with Applicant's 16-inch main pipe line in the Southeast Quarter (SE¼) of Section 11, Township 101 North, Range 22 West, Freeborn County, Minnesota, in an Easterly direction to the proposed Alden, Minnesota, town border station.

(2) A measuring and regulating station to be located in the Southwest Quarter (SW¼) of Section 12, Township 101 North, Range 22 West, Freeborn County, Minnesota.

The application recites that the service proposed to be rendered by means of the proposed facilities is the delivery and sale of the natural gas requirements of Peoples Natural Gas Company, a wholly-owned subsidiary of Applicant, for resale to the Twin Lakes Power Plant of the Dairyland Power Cooperative on an interruptible basis, and that the proposed facilities are for an additional delivery point for Alden, Minnesota.

The application further states that the estimated maximum daily demands of the Dairyland Power Cooperative Twin Lakes Power Plant is 1,000 Mcf and that such volume will be classified under Step 3 of paragraph (9) of Applicant's F. P. C. Gas Schedules, Volume No. 2, and will be served within Peoples Natural Gas Company's Authorized Summer Demand, as defined in paragraph (10) of said Gas Schedules.

The estimated total over-all capital cost of the proposed facilities is \$6,500, which will be financed out of the general funds of the Applicant.

Any interested State commission is requested to notify the Federal Power Commission whether the application should be considered under the coopera-

tive provisions of § 1.37 of the Commission's rules of practice and procedure and, if so, to advise the Federal Power Commission as to the nature of its interest in the matter and whether it desires a conference, the creation of a board, or a joint or concurrent hearing, together with reasons for such request.

The application of Northern Natural Gas Company is on file with the Commission and is open to public inspection. Any person desiring to be heard or to make any protest with reference to the application shall file with the Federal Power Commission, Washington 25, D. C., not later than 15 days from the date of publication of this notice in the FEDERAL REGISTER, a petition to intervene or protest. Such petition or protest shall conform to the requirements of §§ 1.8 and 1.10, whichever is applicable, of the rules of practice and procedure.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 48-8776; Filed, Oct. 1, 1948;
8:45 a. m.]

[Docket No. G-1129]

NORTHERN NATURAL GAS CO.

NOTICE OF APPLICATION

SEPTEMBER 28, 1948.

Notice is hereby given that on September 20, 1948, Northern Natural Gas Company (Applicant), a Delaware corporation having its principal place of business at Omaha, Nebraska, filed an application for a certificate of public convenience and necessity pursuant to section 7 of the Natural Gas Act, as amended, authorizing Applicant to construct and operate certain natural-gas transmission facilities described as follows:

(1) Approximately 3.56 miles of 4½-inch O. D. branch pipe line, together with appurtenances thereto, extending from a point of interconnection with Applicant's 20-inch main pipeline in the Northwest Quarter (NW¼) of Section 31, Township 85 North, Range 27 West, Boone County, Iowa, in an Easterly direction to the proposed Pilot Mound, Iowa, town border station.

(2) A measuring and regulating station to be located in Southeast Quarter (SE¼) of Section 34, Township 85 North, Range 27 West, Boone County, Iowa.

The application recites that the service proposed to be rendered by means of the proposed facilities is the delivery and sale of the natural gas requirements of Peoples Natural Gas Company, a wholly-owned subsidiary of Applicant, for resale to the Fort Dodge, Des Moines and Southern Railway Power Plant on an interruptible basis, and that the proposed facilities are for an additional delivery point for Pilot Mound, Iowa.

The application further states that the estimated maximum daily demand of the Fort Dodge, Des Moines and Southern Railway Power Plant is 3,000 Mcf of which 100 Mcf will be classified under Step 3 and all remaining volumes will be classified under Step 1 of paragraph (9) of Applicant's F. P. C. Gas Schedules, Volume No. 2. The 100 Mcf of Step 3 gas will be served within Peoples Natural Gas Company's Authorized Summer

Demand, as defined in paragraph (10) of said Gas Schedules.

The estimated total over-all capital cost of the proposed facilities is \$29,900. Peoples Natural Gas Company will make a contribution in aid of construction of \$24,700. Peoples Natural Gas Company will, in turn, receive a contribution in aid of construction of a like amount from the Fort Dodge, Des Moines and Southern Railway Company. The remaining amount of \$5,200 will be financed by Applicant out of its general funds.

Any interested State commission is requested to notify the Federal Power Commission whether the application should be considered under the cooperative provisions of § 1.37 of the Commission's rules of practice and procedure and, if so, to advise the Federal Power Commission as to the nature of its interest in the matter and whether it desires a conference, the creation of a board, or a joint or concurrent hearing, together with reasons for such request.

The application of Northern Natural Gas Company is on file with the Commission and is open to public inspection. Any person desiring to be heard or to make any protest with reference to the application shall file with the Federal Power Commission, Washington 25, D. C., not later than 15 days from the date of publication of this notice in the FEDERAL REGISTER, a petition to intervene or protest. Such petition or protest shall conform to the requirements of §§ 1.8 and 1.10, whichever is applicable, of the rules of practice and procedure.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 48-8777; Filed, Oct. 1, 1948;
8:45 a. m.]

[Docket No. G-1081]

IROQUOIS GAS CORP.

ORDER FIXING DATE OF HEARING

SEPTEMBER 28, 1948.

Upon consideration of the application filed July 13, 1948, and supplementary data filed on August 18, and August 20, 1948, by Iroquois Gas Corporation (Applicant) a New York corporation with its principal office at Buffalo, New York, for a certificate of public convenience and necessity pursuant to section 7 of the Natural Gas Act, as amended, authorizing the construction and operation of certain natural-gas facilities, subject to the jurisdiction of the Commission, as fully described in such application on file with the Commission and open to public inspection:

It appearing to the Commission that:

(1) Temporary authorization to construct and operate the requested facilities was granted by the Commission on September 3, 1948; and

(2) This proceeding is a proper one for disposition under the provisions of § 1.32 (b) of the Commission's rules of practice and procedure, Applicant having requested that its application be heard under the shortened procedure provided by the aforesaid rule for non-contested proceedings, and no request to be heard,

protests or petition having been filed subsequent to the giving of due notice of the filing of the application, including publication in the FEDERAL REGISTER on July 28, 1948 (13 F. R. 4328).

The Commission, therefore, orders that:

(A) Pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, as amended, and the Commission's rules of practice and procedure, a hearing be held on October 21, 1948, at 9:30 a. m. (e. s. t.) in the Hearing Room of the Federal Power Commission, 1800 Pennsylvania Avenue NW., Washington, D. C., concerning the matters involved and the issues presented by such application: *Provided, however*, That the Commission may, after a non-contested hearing, forthwith dispose of the proceeding pursuant to the provisions of § 1.32 (b) of the Commission's rules of practice and procedure.

(B) Interested State commissions may participate as provided by §§ 1.8 and 1.37 (f) of said rules of practice and procedure.

Date of issuance: September 29, 1948.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 48-8781; Filed, Oct. 1, 1948;
8:47 a. m.]

FEDERAL TRADE COMMISSION

[Docket No. 5575]

GAMBLE-SKOGMO, INC., ET AL.

ORDER APPOINTING TRIAL EXAMINER AND
FIXING TIME AND PLACE FOR TAKING
TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the city of Washington, D. C., on the 24th day of September A. D. 1948.

In the matter of Gamble-Skogmo, Inc., a corporation, Bert C. Gamble, Philip W. Skogmo, M. O. Wieby, H. R. Baker, Samuel Mills, and R. C. Teuscher.

This matter being at issue and ready for the taking of testimony and the receipt of evidence, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That Randolph Preston, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony and the receipt of evidence begin on Wednesday, October 13, 1948, at ten o'clock in the forenoon of that day (c. s. t.), Chamber of Commerce Headquarters, North American Life and Casualty Building, Hennepin Avenue at Groveland Terrace, Minneapolis, Minnesota.

Upon completion of the taking of testimony and receipt of evidence in support of the allegations of the complaint, the Trial Examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondents. The

Trial Examiner will then close the taking of testimony and evidence and, after all intervening procedure as required by law, will close the case and make and serve on the parties at issue a recommended decision which shall include recommended findings and conclusions, as well as the reasons or basis therefor, upon all the material issues of fact, law, or discretion presented on the record, and an appropriate recommended order; all of which shall become a part of the record in said proceeding.

By the Commission.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 48-8783; Filed, Oct. 1, 1948;
8:49 a. m.]

INTERSTATE COMMERCE COMMISSION

[S. O. 826]

UNLOADING OF COAL AT ASHTABULA, OHIO

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 28th day of September A. D. 1948.

It appearing, that 6 cars of coal at Ashtabula Harbor, Ohio, on The New York Central Railroad Company, have been on hand for an unreasonable length of time and that the delay in unloading said cars is impeding their use; in the opinion of the Commission an emergency exists requiring immediate action. It is ordered, that:

(a) Coal at Ashtabula Harbor, Ohio, be unloaded. The New York Central Railroad Company, its agents or employees, shall unload immediately

Rdg 67892	Rdg 80860
Rdg 71117	Rdg 67348
NYC 917303	Rdg 61943

containing coal, now on hand at Ashtabula Harbor, Ohio, consigned for account of Pittsburgh Coal Company, consignment call.

(b) *Demurrage.* No common carrier by railroad subject to the Interstate Commerce Act shall charge or demand or collect or receive any demurrage or storage charges for the detention under load of any car specified in paragraph (a) of this order, for the detention period commencing at 7:00 a. m., September 30, 1948, and continuing until the actual unloading of said car or cars is completed.

(c) *Provisions suspended.* The operation of any or all rules, regulations, or practices, insofar as they conflict with the provisions of this order, is hereby suspended.

(d) *Notice and expiration.* Said carrier shall notify the Director, Bureau of Service, Interstate Commerce Commission, Washington, D. C., when it has completed the unloading required by paragraph (a) hereof, and such notice shall specify when, where, and by whom such unloading was performed. Upon receipt of that notice this order shall expire.

It is further ordered, that this order shall become effective immediately; that a copy of this order and direction be served upon the Association of American

Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission, at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

(40 Stat. 101, sec. 402; 41 Stat. 476, sec. 4; 54 Stat. 901, 911; 49 U. S. C. 1 (10)-(17), 15 (2))

By the Commission, Division 3.

[SEAL]

W. P. BARTEL,
Secretary.

[F. R. Doc. 48-8786; Filed, Oct. 1, 1948;
8:49 a. m.]

SECURITIES AND EXCHANGE COMMISSION

[File No. 7-1077]

BRUCK MILLS LIMITED

FINDINGS AND ORDER

At a regular session of the Securities and Exchange Commission, held at its office in the city of Washington, D. C., on the 27th day of September A. D. 1948.

In the matter of Bruck Mills Limited. Class "A" Shares, Without Par Value. Class "B" Shares, Without Par Value. File No. 7-1077.

The New York Curb Exchange has made application under Rule X-12F-2 (b) for a determination that the Class "A" Shares, without par value, and the Class "B" Shares, without par value, of Bruck Mills Limited, a Canadian corporation, are substantially equivalent to the previously outstanding Common Shares, without par value, of this company, which have been admitted to unlisted trading privileges on the New York Curb Exchange since June 5, 1929.

Section 12 (f) of the Securities Exchange Act of 1934 provides that a national securities exchange, upon application to and approval of such application by the Commission, * * * (1) may continue unlisted trading privileges to which a security had been admitted on such exchange prior to March 1, 1934; or (2) may extend unlisted trading privileges to any security duly listed and registered on any other national securities exchange * * *; or (3) may extend unlisted trading privileges to any security in respect of which there is available from a registration statement and periodic reports or other data filed * * * under the Securities Exchange Act of 1934, or the Securities Act of 1933, information substantially equivalent to that available in respect of a security duly listed and registered on a national securities exchange.

Since Bruck Mills Limited has no securities listed or registered on any national securities exchange, and has never filed with the Commission a registration statement pursuant to the Securities Act of 1933, the New York Curb Exchange may not have unlisted trading privileges in the Class "A" Shares without par value, or the Class "B" Shares, without par value, of this company except in the event that these be deemed securities ad-

mitted to unlisted trading privileges on this exchange prior to March 1, 1934. Under section 12 (f) of the act the Commission has adopted Rule X-12F-2 which provides for an application by an exchange to the Commission for a determination whether a security admitted to unlisted trading privileges that has been changed by an issuer is thereafter substantially equivalent to the security theretofore admitted to unlisted trading privileges.¹ If the Commission determines that the security after such change is substantially equivalent to the security theretofore admitted to unlisted trading privileges, the rule provides that the security as changed shall be deemed to be the security theretofore admitted to unlisted trading privileges.

Bruck Mills Limited has had an authorized capitalization of 150,000 shares of common stock without nominal or par value, of which 125,000 shares have been issued and fully paid for. No shares of preferred stock previously were outstanding. This company is now undergoing a reorganization, which has been approved by the shareholders, whereby the previously outstanding shares of common stock are to be changed and converted in the following manner. Each share of the previously outstanding common stock shall be exchanged for one share of new Class "A" Shares without nominal or par value, and two shares of new Class "B" Shares without nominal or par value.

The Class "A" Shares will have no voting rights except in the event of ar-

¹ The full text of Rule-12F-2, entitled "Changes in Securities Admitted to Unlisted Trading Privileges", is as follows:

"(a) Any security admitted to unlisted trading privileges on a national securities exchange although changed in one or more of the following respects—

"(1) Title of such security or the name of the issuer;

"(2) The maturity, interest rate, and/or outstanding aggregate principal amount of an issue of bonds, debentures or notes;

"(3) The par value, dividend rate, number of shares authorized and/or the outstanding number of shares of a stock;

shall, nevertheless, be deemed to be the security theretofore admitted to unlisted trading privileges on such exchange. Such exchange shall notify the Commission in writing of any such change promptly after learning thereof.

"(b) Any security admitted to unlisted trading privileges on a national securities exchange in respect of which there is effected any change other than those specified in paragraph (a) of this rule, shall, nevertheless, be deemed to be the security theretofore admitted to unlisted trading privileges on such exchange, provided the Commission shall have determined, upon application by such exchange, that the security after such change is substantially equivalent to the security theretofore admitted to unlisted trading privileges.

"Such application shall be filed in triplicate, shall be in the form prescribed for registration statements by Rule X-2 and shall contain the following information:

"(1) Title of security.

"(2) Name of issuer.

"(3) A brief but comprehensive description of each change proposed to be effected in such security, together with a copy of all written matter submitted to security holders relating to each such change."

rearages in dividends, as all other voting rights at shareholders' meetings are vested in the Class "B" Shares. The holders of the Class "A" Shares shall be entitled to cumulative preferential dividends at the rate of \$1.20 per share per annum before any dividend may be paid upon the Class "B" Shares. Thereafter the Class "B" Shares shall be entitled to dividends of 60¢ per share per annum. With respect to any remaining income available for distribution as dividends after the payment of \$1.20 on each Class "A" Share and 60¢ on each Class "B" Share, the remaining amount shall be declared and paid equally on all Class "A" and Class "B" Shares, share and share alike, without any preference or priority of one class of shareholder over another. In the event of either voluntary or involuntary liquidation of the company, the holders of the Class "A" Shares shall first be entitled to receive from the assets to be distributed an amount equivalent to all arrearages in dividends, and thereafter the holders of the Class "A" Shares and the holders of the Class "B" Shares shall rank equal, share for share, in all distribution of the assets of the company. The holders of Class "A" Shares are not to be entitled to any pre-emptive rights to subscribe for or purchase any part of any issue of shares or bonds or other securities hereafter to be issued or authorized by the company.

By this reorganization Bruck Mills Limited is changing its single class of presently outstanding common stock into two new issues of securities, one of which is more nearly a preferred stock because it has the most important aspect of a preferred stock, namely, the right to the payment of dividends before dividends are paid on another class of stock. Likewise, the Class "B" stock would appear more nearly to be a common stock because its right to receipt of dividends, to the extent of 60¢ per share, is junior to the right of another class of stock. Also, the fact that it has all the voting power of the corporation, except in the event of arrearages in dividends on the senior security, is a usual attribute of common stock.

It is true that there are certain deviations from the normal attributes of preferred and of common stock in that the Class "A" and Class "B" Shares will share equally in amounts distributed as dividends after the payment of \$1.20 on each Class "A" share and 60¢ on each Class "B" share. Also, each class will share equally, share for share, in distribution of the assets of the corporation after the Class "A" shares have first participated in the distribution of assets to the extent necessary to satisfy any arrearages in the cumulative preferred dividends. It should be noted that since there will be twice as many Class "B" Shares outstanding as Class "A", the holders of Class "B" Shares as a class will have a two-thirds interest in any residual dividends that may be declared, and in the distribution of assets upon liquidation, as opposed to the Class "A" shareholders' one-third interest.

Future purchasers of the Class "A" Shares who do not own Class "B" Shares will have rights very different from the

rights of the holders of the previously outstanding shares of common stock of this company. Likewise, future owners of Class "B" Shares who do not at the same time own Class "A" Shares will have rights considerably different from the rights of the holders of the common shares that were previously outstanding. It seems difficult to consider two new issues of securities, one more nearly possessing the attributes of a preferred stock and one more nearly possessing the attributes of a common stock, as being substantially equivalent to one previously outstanding single class of security. However, of the two new issues of securities, it would appear that the Class "B" Shares in the rights they entitle the holders to, are closer to the previously outstanding common stock than are the new Class "A" Shares. The closest similarity is in voting power. Except when there are arrearages in dividends on the Class "A" stock, the new Class "B" stock possesses all the voting power of the corporation which was formerly held by the holders of the single class of common stock outstanding. For these reasons it would appear that the Class "B" Shares may be deemed substantially equivalent to the previously outstanding common shares, and that the Class "A" Shares are not substantially equivalent to the previously outstanding common shares.

Accordingly it is ordered, Pursuant to sections 12 (f) and 23 (a) of the Securities Exchange Act of 1934 and Rule X-12F-2 (b) thereunder, that the Class "B" Shares, without par value, of Bruck Mills Limited are hereby determined to be substantially equivalent to the previously outstanding common shares, without par value, of Bruck Mills Limited.

It is further ordered, Pursuant to sections 12 (f) and 23 (a) of the Securities Exchange Act of 1934 and Rule X-12F-2 (b) thereunder, that the Class "A" Shares, without par value, of Bruck Mills Limited, are hereby determined not to be substantially equivalent to the previously outstanding common shares, without par value, of Bruck Mills Limited.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 48-8778; Filed, Oct. 1, 1948;
8:46 a. m.]

DEPARTMENT OF JUSTICE

Office of Alien Property

AUTHORITY: 40 Stat. 411, 55 Stat. 839, Pub. Laws 322, 671, 79th Cong., 60 Stat. 50, 925; 50 U. S. C. and Supp. App. 1, 616; E. O. 9193, July 6, 1942, 3 CFR, Cum. Supp., E. O. 9567, June 8, 1945, 3 CFR, 1945 Supp., E. O. 9788, Oct. 14, 1946, 11 F. R. 11981.

[Vesting Order 11911]

MARIE HARTMAN

In re: Estate of Marie Hartman, deceased. File D-28-12348; E. T. sec. 16559.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Lina Steuernagel, whose last known address is Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the sum of \$462.50 deposited with John H. Bouse, Register of Wills of Baltimore City, Baltimore, Maryland, to the credit of the aforesaid national, pursuant to an order of the Orphans Court of Baltimore City, Baltimore, Maryland, in the matter of the Estate of Marie Hartman, deceased, is property payable or deliverable to, or claimed by, the aforesaid national of a designated enemy country (Germany);

3. That such property is in the process of administration by John H. Bouse, Register of Wills for Baltimore City, Baltimore, Maryland, acting under the judicial supervision of the Orphans Court of Baltimore City, Baltimore, Maryland;

and it is hereby determined:

4. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on August 30, 1948.

For the Attorney General.

[SEAL] MALCOLM S. MASON,
Acting Deputy Director,
Office of Alien Property.

[F. R. Doc. 48-8793; Filed, Oct. 1, 1948;
8:51 a. m.]

[Vesting Order 12061]

G. H. GREBE

In re: Bank account owned by G. H. Grebe. F-28-8126-E-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That G. H. Grebe, whose last known address is Auf Der Seelworth, Barisinghausen, Germany is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to G. H. Grebe, by Frost National Bank, Main Plaza, San Antonio, Texas, arising out of a checking account, entitled G. H. Grebe, maintained at the aforesaid bank, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of, or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 22, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-8794; Filed, Oct. 1, 1948; 8:51 a. m.]

[Vesting Order 12066]

ERNST MAYER

In re: Bank account owned by Ernst Mayer. F-28-19415-E-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Ernst Mayer whose last known address is Mainwangen Baden, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Ernst Mayer, by Kaspar American State Bank, 1900 Blue Island Avenue, Chicago 8, Illinois, arising out of a Savings Account, account number 5551, entitled Ernst Mayer, maintained at the aforesaid bank, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of, or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany).

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national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 22, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-8795; Filed, Oct. 1, 1948; 8:51 a. m.]

[Vesting Order 12067]

YATSUKA MIYAKODA

In re: Bank account owned by Yatsuka Miyakoda, also known as Y. Miyakoda. D-39-8289-E-5.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Yatsuka Miyakoda, also known as Y. Miyakoda, whose last known address is Japan, is a resident of Japan and a national of a designated enemy country (Japan);

2. That the property described as follows: That certain debt or other obligation owing to Yatsuka Miyakoda, also known as Y. Miyakoda, by Security-First National Bank of Los Angeles, Sixth and Spring Streets, Los Angeles, California, arising out of a savings account, account number 2963, entitled Y. Miyakoda, maintained at the branch office of the aforesaid bank located at 1401 Wilshire Boulevard, Santa Monica, California, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of, or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country (Japan);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Japan).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 22, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-8796; Filed, Oct. 1, 1948; 8:51 a. m.]

[Vesting Order 12069]

JOHANN SCHOCH

In re: Bank account owned by Johann Schoch. F-28-8663-E-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Johann Schoch whose last known address is 30 Lessing Strasse, Singen am Hoh, Baden, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation of the Citizens Savings Bank of Baltimore City, Baltimore and Eutaw Streets, Baltimore 1, Maryland, arising out of a Savings Account, Account No. 75524, entitled Johann Schoch in trust for himself and Karolina Schoch, joint owners, subject to the order of either; balance at the death of either to belong to the survivor, maintained at the aforesaid bank together with any and all rights to demand, enforce or collect the aforesaid debt or other obligation,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by Johann Schoch, the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have

the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 22, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-8797; Filed, Oct. 1, 1948;
8:51 a. m.]

[Vesting Order 12071]

MARIA MUEGGE SCHULT

In re: Bank accounts owed by Maria Muegge Schult and others. F-28-29065-E-1, F-28-29138-E-1, F-28-29139-E-1, F-28-29137-E-1, F-28-29140-E-1, F-28-29065-C-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That the persons, whose names and last known addresses are set forth below:

Name and Address

Maria Muegge Schult, Jenischstr. 36, Hamburg, Germany.

Henry Muegge, Hopfenstr. 15 1, Hamburg 4, Germany.

Hinrich Muegge, Post Estorf, Krs. Stade 1, Hanover, Brobergen, Germany.

Margot Muegge Alpers, Behrmenfehen, Kr. Norden 1, Ostfriesland, Germany.

Martha Bosau Francke, Arndtstr. 12 1, Hamburg 4, Uhlenhorst, Germany.

are residents of Germany and nationals of a designated enemy country (Germany):

2. That the property described as follows: That certain debt or other obligation owing to Maria Muegge Schult by Marine National Exchange Bank, Milwaukee 1, Wisconsin, arising out of a checking account, entitled Maria Muegge Schult, maintained at the aforesaid bank, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, Maria Muegge Schult, the aforesaid national of a designated enemy country (Germany);

3. That the property described as follows: That certain debt or other obligation owing to Henry Muegge by Marine National Exchange Bank, Milwaukee 1, Wisconsin, arising out of a checking account, entitled Henry Muegge, maintained at the aforesaid bank, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, Henry Muegge, the aforesaid national of a designated enemy country (Germany);

4. That the property described as follows: That certain debt or other obligation owing to Hinrich Muegge by

Marine National Exchange Bank, Milwaukee 1, Wisconsin, arising out of a checking account, entitled Hinrich Muegge, maintained at the aforesaid bank, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, Hinrich Muegge, the aforesaid national of a designated enemy country (Germany);

5. That the property described as follows: That certain debt or other obligation owing to Margot Muegge Alpers by Marine National Exchange Bank, Milwaukee 1, Wisconsin, arising out of a checking account, entitled Margot Muegge Alpers, maintained at the aforesaid bank, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, Margot Muegge Alpers, the aforesaid national of a designated enemy country (Germany);

6. That the property described as follows: That certain debt or other obligation owing to Martha Bosau Francke by Marine National Exchange Bank, Milwaukee 1, Wisconsin, arising out of a checking account, entitled Martha Bosau Francke, maintained at the aforesaid bank, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, Martha Bosau Francke, the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

7. That to the extent that the persons named in subparagraph 1 hereof are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 22, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-8798; Filed, Oct. 1, 1948;
8:51 a. m.]

[Vesting Order 12072]

ERIKA STEINMAN

In re: Bank account owned by Erika Steinman. F-28-19396-E-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Erika Steinman, whose last known address is Karlsruhe Park, Str. 15, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Erika Steinman, by Kaspar American State Bank, 1900 Blue Island Avenue, Chicago 8, Illinois, arising out of a Savings Account number 5552, entitled Erika Steinman, maintained at the aforesaid bank, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 22, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-8799; Filed, Oct. 1, 1948;
8:51 a. m.]

NILS ERIK LENANDER

NOTICE OF INTENTION TO RETURN VESTED PROPERTY

Pursuant to section 32 (f) of the Trading With the Enemy Act, as amended, notice is hereby given of intention to return, on or after 30 days from the date of publication hereof, the following property located in Washington, D. C., including all royalties accrued thereunder and all damages and profits re-

coverable for past infringement thereof, after adequate provision for taxes and conservatory expenses:

Claimant, Claim No., and Property

Nils Erik Lenander, Stockholm, Sweden; 1598; all interests and rights created in Nils Erik Lenander (to the extent owned by claimant immediately prior to the vesting thereof by Vesting Order No. 2030, 8 F. R. 13268, September 29, 1943) by virtue of an agreement dated July 16, 1930 executed by Patentaktiebolaget Grondal-Ramen, Orkia Grube Aktiebolag, Nils Erik Lenander and Texas Gulf Sulphur Company (including all modifications thereof and supplements thereto) which agreement, as modified and supplemented, relates among other things to United States Letters Patent Nos. 1,850,557, 1,860,595, 1,862,899, 1,904,481, 1,904,482, 1,904,493 and 1,969,021, including royalties accrued thereunder in the amount of \$75,000.00.

Executed at Washington, D. C., on September 27, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-8775; Filed, Sept. 30, 1948;
8:54 a. m.]

[Vesting Order 12079]

HENRY BAMBERG

In re: Stock owned by Henry Bamberg, also known as Hugo Bamberg. D-28-10795-D-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Henry Bamberg, also known as Hugo Bamberg, whose last known address is Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows:

a. Four (4) shares of \$25.00 par value common capital stock of the Corn Products Refining Company, 17 Battery Place, New York 4, New York, a corporation organized under the laws of the State of New Jersey, evidenced by a certificate numbered D148065, registered in the name of Henry Bamberg, and presently in the custody of Ella Bamberg, 3219 North Whipple Street, Chicago, Illinois, together with all declared and unpaid dividends thereon, and

b. Ten (10) shares of \$25.00 par value common capital stock of the Corn Products Refining Company, 17 Battery Place, New York 4, New York, a corporation organized under the laws of the State of New Jersey, evidenced by a certificate numbered D210222, registered in the name of Henry Bamberg, and presently in the custody of the Industrial National Bank, 81 West Monroe Street, Chicago 3, Illinois, together with all declared and unpaid dividends thereon,

is property within the United States owned or controlled by, payable or de-

liverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 24, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-8800; Filed, Oct. 1, 1948;
8:52 a. m.]

